

Original

Modification - Increase

- Decrease

Admin Updates

Department: 27 Airport Commission		Controller No.: 0000132968, 0000280090 0000280090, 0000377052 0000581466, 0000677622
Department Contact: SUZANNE CULIN		Tel. No.: (650) 821-7893
PS CONTRACT ID : 1000006149		Date: 01/13/2023 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 07/07/2023		Amount: \$0.00

CONTRACT ORDER

CONTRACT WITH:

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

50 FREMONT STREET, SUITE 1500
 SAN FRANCISCO, CA 94105

FOR THE PURPOSE OF: MODIFICATION NO. 17 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 \$38,000,000. MODIFICATION NO. 17 ADMINISTRATIVELY MODIFIED THE AGREEMENT ON TERMS AND CONDITIONS SET FORTH HEREIN TO DELETE IN ITS ENTIRETY APPENDIX B.7, CALCULATION OF CHARGES AND REPLACE IT WITH APPENDIX B.8, CALCULATION OF CHARGES, ADD A NEW SUBCONTRACTOR, CLASSIFICATION, UPDATE HOURLY RATE, AND UPDATE OTHER CONTRACTUAL CHANGES.

PSC NO: 4048-12/13 - \$40 MILLION

PSC FORM 2 - \$38,000,000 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	3,314,527.00	(PS-0000377052)
PREVIOUS ENCUMBRANCE	705,000.00	(PS-0000581466)
PREVIOUS ENCUMBRANCE	500,000.00	(PS-0000677622)
THIS ENCUMBRANCE	0.00	(PS- 0000677622)

TOTAL CERTIFIED CONTRACT AMOUNT \$34,275,000.00

CONTRACT PERIOD: 07/08/2013 – 07/07/2023

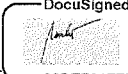
CONTRACT AWARD: \$4,453,178.00 FOR THE FIRST YEAR OF SERVICE PER COMMISSION RESOLUTION NO. 13-0087; \$7,807,579.00 FOR YEAR 2 SERVICES PER COMMISSION RESOLUTION NO. 14-0067; \$7,500,000.00 FOR YEAR 3 SERVICES PER COMMISSION RESOLUTION NO. 15-0142; \$3,967,000.00 FOR YEAR 4 SERVICES PER COMMISSION RESOLUTION 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; \$6,000,000.00 PER YEAR 8 SERVICES PER COMMISSION RESOLUTION NO. 20-0017

Insurance Required	The Allen Group	EPC Consultants
Worker's Comp.	\$1M-9/1/23	\$2M-7/1/23
Comp. Gen. Liab.	\$1M-9/1/23	\$1M-5/5/23
Automobile	\$2M-9/1/23	\$1M-5/5/23
Professional Liability	\$5M-3/1/23	\$5M-5/5/23
Excess Liability	\$4M-9/1/23	\$9M-5/5/23

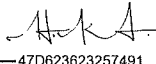
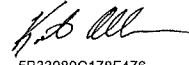

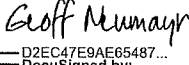

MAIL INVOICE TO: SUZANNE CULIN

San Francisco Airport Commission
 P.O. Box 8097
 San Francisco, CA 94128

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director DocuSigned by:  By:		Chief Administrative Officer, Board of Supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property			Certification Date 1/13/2023	
Ln. No.	30DEF01FFBB14ED. Number	Amount	Account	Fund	Dept	Authority	Project	Activity

1	000007022	50.00	527080	19417	109722	19697	10004205	.0006
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 Judi Mosqueda
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 Geoff Mumayr
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 DocuSigned by:

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

**Modification No. 17
 Contract No. 9185.9
 Program Management Support Services for
 Terminal 1/Boarding Area B Redevelopment**

This Modification is made effective as of **June 15, 2022**, in the City and County of San Francisco, State of California, by and between **T1 Partners, Joint Venture**, a joint venture between The Allen Group, LLC, and EPC Consultants, Inc. (“the Contractor”), and the City and County of San Francisco, a municipal corporation (“the City”), acting by and through its Airport Commission (the “Commission”).

RECITALS

WHEREAS, City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and

WHEREAS, the Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; 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, On June 11, 2013, by Resolution No. 187-13, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118(b) in an amount not to exceed \$32,000,000; 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 and executed 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 not-to-exceed amount, 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 not-to-exceed 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 not-to-exceed 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 not-to-exceed 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, Modification No. 13 administratively recognized Parsons Transportation Group, Inc.'s complete withdrawal as a member of the joint venture that is the Contractor in the Agreement; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0017, the Commission approved Modification No. 14, which increased the contract not-to-exceed amount by \$6,000,000, for a not-to-exceed total contract amount of \$38,000,000, and extended the term of the Agreement through July 7, 2023; and

WHEREAS, on May 19, 2020, by Resolution No. 234-20, the Board of Supervisors approved Modification No. 14 to the Agreement under San Francisco Charter Section 9.118; and

WHEREAS, Modification No. 15 incorporated administrative changes to reduce hourly rates and fees for the remaining term as a result of the COVID-19 pandemic, to delete in its entirety Appendix B.5, Calculation of Charges and replace it with Appendix B.6, Calculation of Charges, and to update standard contractual clauses; and

WHEREAS, Modification No. 16 incorporated administrative changes to delete in its entirety Appendix B.6, Calculation of Charges and replace it with Appendix B.7, Calculation of Charges, and update the Agreement to maintain consistency with statutory, Code, San Francisco ordinances effecting contracting, and other applicable standard changes to City contracts that occurred since execution of the Agreement; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to delete in its entirety Appendix B.7, Calculation of Charges and replace it with Appendix B.8, Calculation of Charges to add a new subcontractor, classification, update hourly rates, and update standard contractual clauses; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Modification No. 1 to PSC #4048 -12/13 on December 8, 2021; and

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

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

a. **“Agreement”** means the contract document dated April 16, 2013, Modification No. 1 effective date August 26, 2013, Modification No. 2 effective date February 21, 2014, Modification No. 3 effective date of 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, Modification No. 12 effective date June 4, 2019, Modification No. 13 effective date January 1, 2020, Modification No. 14 effective date of June 1, 2020, Modification No. 15 effective date June 1, 2020, and Modification No. 16 effective date of July 1, 2021, including all attached appendices, and all applicable City ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

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

2. **Section 20. Termination for Default; Remedies** is hereby amended to add “Section 20.2 Exercise of Default Remedies” to the table in Section 20 that sets forth the provisions of the Agreement that shall survive termination or expiration of the Agreement.

3. **New Section 73. Consideration of Salary History** is hereby added to the Agreement to read as follows:

73. Consideration of Salary History. Contractor shall comply with Administrative Code Chapter 12K (“Chapter 12K”), the Consideration of Salary History Ordinance or “Pay Parity Act.” Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee’s authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of Chapter 12K, irrespective of the listing of obligations in this Section.

4. **Supplemental Appendix B.7 Calculation of Charges**, is hereby deleted in its entirety and replaced with Supplemental Appendix B.8 Calculation of Charges, attached to this Modification No. 17.

5. **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
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: <u>DocuSigned by: Ivar Satero</u> Ivar C. Satero, Airport Director	By: <u>DocuSigned by: Steve Wang</u> Authorized Signature
Approved as to Form:	Steve Wang Printed Name
David Chiu City Attorney	President Title
	Partner of T1 Partners, Joint Venture Company Name
By: <u>DocuSigned by: Daniel Edington</u> Daniel A. Edington Deputy City Attorney	EPC Consultants, Inc. Company Name
	101A Clay Street, #110 Address
	San Francisco, California 94111 City, State, ZIP
	(415) 675-7580 Telephone Number
	0000010036 City Supplier ID
	38-3896477 Federal Employer ID Number
	By: <u>DocuSigned by: Schatzie Jefferson</u> Authorized Signature
	Schatzie Jefferson Printed Name
	President Title
	Partner of T1 Partners, Joint Venture Company Name

	<p><u>The Allen Group, LLC</u> Company Name</p> <p><u>50 Osgood Place, #320</u> Address</p> <p><u>San Francisco, California 94133</u> City, State, ZIP</p> <p><u>(415) 538-1830</u> Telephone Number</p>
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SUPPLEMENTAL APPENDIX B.8 CALCULATION OF CHARGES

1. GENERAL

- 1.1 Compensation for complete and satisfactory performance of the services detailed in Appendix A, Services to be Provided by Contractor, of this Agreement is set forth in Section 5, "Compensation," of the Agreement.
- 1.2 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 the Airport as being in accordance with this Agreement. In no event shall the Airport be liable for interest or late charges for any late payments.
- 1.3 Compensation for Work performed under this Agreement will be on a time and materials basis and lump sum (if approved by the Airport Project Manager). 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).

2. METHOD OF PAYMENT

- 2.1 Unless approved otherwise by the Airport, 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 Airport Project Manager. As used herein, the term "invoice" shall include Contractor's bill or other written request for payment under this Agreement for services performed. All invoices shall be made in writing and delivered or mailed to the Airport to the mailing address listed in Section 25, "Notices to the Parties," of the Agreement.
- 2.2 Contractor shall invoice for the Work performed in conformance with procedures approved by the Airport.
 - 2.2.1 Such invoices shall segregate current costs from previously invoiced costs.
 - 2.2.2 Costs for individual labor shall be segregated by task and subtasks, if any.
 - 2.2.3 Notwithstanding the above, in no case shall Contractor's invoice include costs which the Airport has disallowed or otherwise indicated that it will not recognize. Costs shall be invoiced by Contractor's accounting categories and shall be subject to the audit provisions of this Agreement.
 - 2.2.4 Each invoice shall clearly distinguish Contractor's staff invoiced at either the home office multiplier or the field office multiplier. See Paragraph 4 below for rate definitions.
- 2.3 Such invoices shall be, at a minimum, (i) mechanically accurate, (ii) substantially evidenced and properly supported, and (iii) in compliance with generally accepted accounting principles.

- 2.4 Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subcontractor(s), to be paid under this Agreement are not in excess of the actual hourly rates in effect for Contractor or subcontractor 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.
- 2.5 The Airport reserves the right to withhold payment(s) otherwise due Contractor in the event of Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon Contractor in Section 15, "Insurance," and Section 16, "Indemnification," of the Agreement. The Airport shall provide notice of withholding and may continue the withholding until Contractor has provided evidence of compliance which is acceptable to the Airport.

3. DIRECT LABOR RATES AND DIRECT LABOR RATE ADJUSTMENTS

- 3.1 Salaried personnel shall be paid on a maximum of forty (40) hours per week with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a forty (40)-hour week. Contractor shall provide copies of signed timecards or other verifiable time records showing all assigned projects and the shared calculation.
- 3.2 At the option of the Airport, this is a multi-year contract, the Airport may approve an annual adjustment to the direct labor rates effective on the anniversary date of this Agreement, based on an increase in the Consumer Price Index (CPI) for the San Francisco Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics, under the title of: "All Urban Consumers – San Francisco-Oakland-San Jose, California." The Airport will use the CPI established in December of the previous year for the rate adjustments. Such adjustments are subject to prior written approval by the Airport Project Manager and must be included in a written modification to the Agreement before any increase to any labor rate is incurred, unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

4. OVERHEAD RATES

Effective June 1, 2020, the following multipliers shall be applied to Contractor's and subcontractors' rates:

- a. A field office multiplier of 2.3 shall be applied to labor rates for all field staff (resident engineers, field inspectors, etc.) and all office staff provided with a workstation at the Airport, furnished with normal office equipment and materials including computers, printers, internet access, email addresses, and office supplies.
- b. A home office multiplier of 2.5 shall be applied to labor rates for staff working from Contractor's or subcontractors' offices and not provided with an Airport computer. Use of the home office multiplier requires prior written authorization from the Airport Project Manager.

5. FEE

Effective June 1, 2020, no additional fees shall be applied to direct labor or Other Direct Costs, unless approved in writing by the Airport in advance.

No additional mark-ups shall be applied to subcontractor (of any tier) invoices.

6. OTHER DIRECT COSTS (ODC)

1. Unless authorized by the Airport, the Airport will not reimburse Contractor 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. The Airport will not reimburse Contractor 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, found at the following link:

https://www.google.com/url?q=http://sfcontroller.org/Modules/ShowDocument.aspx%3Fdocumentid%3D2174&sa=U&ved=0CAUQFjAAahUKEwjU0_TaqLjHAhUImogKHT3iCMw&client=internal-uds-cse&usg=AFQjCNHkyPKe3iRnxQ0y7-OQ2M7NqoiPbA.

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

7. DIRECT LABOR RATES

Effective July 1, 2021, the approved direct labor rates are as follows:

CLASSIFICATION	RANGE OF RATES	
	Low	High
Administrative Assistant/Clerk	\$15.50	\$19.78
Airline Liaison Officer	\$85.70	\$90.92
Asst. Project Manager	\$57.85	\$67.19
Assistant Program Manager	\$82.51	\$103.66
Document Control Clerk	\$20.66	\$31.52
Document Control Manager	\$29.96	\$46.44
Document Control Specialist	\$29.96	\$36.40
Engineer 1	\$28.92	\$32.79
Engineer 2	\$36.16	\$39.84
Engineer 3	\$39.25	\$43.11
Estimator	\$47.52	\$56.31
Field Engineer & Inspector	\$32.02	\$49.23
Office Engineer 3	\$38.97	\$58.18
Office Engineer 2	\$32.02	\$45.50
Office Engineer 1	\$20.66	\$41.28
Project Controls Engineer	\$47.52	\$54.13

Program Controls Manager	\$91.94	\$102.06
Program Management Advisor	\$121.89	\$148.56
Program Support Sustainability	\$56.82	\$62.11
Program Sustainability Manager	\$69.21	\$75.87
Scheduler	\$47.52	\$57.95
Senior Civil Estimator	\$63.01	\$67.48
Senior Technical Advisor	\$127.30	\$132.65
Sustainable Design Coordinator	\$36.16	\$40.99
Tenant Coordinator	\$75.12	\$79.92

8. APPROVED SUBCONTRACTORS

The approved subcontractors are as follows:

- 1) AE3 Partners
- 2) **Airport & Aviation Professionals, Inc.**
- 3) Chaves and Associates
- 4) M Lee Corporation
- 5) Robin Chiang and Company
- 6) Saylor Consulting Group
- 7) Molly Duggan Associates
- 8) La Costa Consulting Group
- 9) Futterman Consulting, Inc.
- 10) Faithful + Gould
- 11) Swanson Rink
- 12) TRANSSOLUTIONS
- 13) First Circle Design

END OF APPENDIX B.8