

CONTRACT ORDER

CONTRACT WITH:

WCME JV  
182 2<sup>ND</sup> STREET, SUITE 500  
SAN FRANCISCO, CA 94105

Original  
  
Modification - Increase  
  
- Decrease  
  
Date Change

*	Department: 27 Airport Commission		Controller No.: DPAC16001358
	Department Contact: JULIA KATZ		Tel. No: (650) 821-7721
	PS Contract 1000006322	PS PO 0000054414 & 0000109371 0000300967 & 0000376197 0000668220	Date: 02/23/2023 Page 1 of 1
	Category Code 95877	Supplier ID 0000008437	Job No. CT 10071.41
	Period Covered: 04/12/2016- 10/04/2023		Amount: \$0.00

FOR THE PURPOSE OF: MODIFICATION NO. 10 FOR CT 10071.41 – PROJECT MANAGEMENT SUPPORT SERVICES FOR TERMINAL 3 WEST PROJECT

TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE TERMINAL 3 WEST MODERNIZATION AND BOARDING ARE F PASSENGER BOARDING BRIDGE PROJECT IN AN AMOUNT NOT TO EXCEED \$50,000,000.00. MODIFICATION NO. 10 ADMINISTRATIVELY MODIFIES THE AGREEMENT ON THE TERMS AND CONDITIONS SET FORTH HEREIN TO DELETE AND REPLACE APPENDIX B, CALCULATION OF CHARGES, AND UPDATE STANDARD CONTRACTUAL CLAUSES.

PSC NO: 40697-14/15 FOR 04/20/15-02/01/23 FOR \$900,000,000  
PSC FORM 2 APPROVED AMOUNT: \$50,000,000; CSC APPROVED 06/27/16

PREVIOUS ENCUMBRANCE: \$2,658,508.57 (DPAC16001358)  
PREVIOUS ENCUMBRANCE: 531,491.51 (0000054414)  
PREVIOUS ENCUMBRANCE: 5,246,553.00 (0000109371)  
PREVIOUS ENCUMBRANCE: 3,150,000.00 (0000300967)  
PREVIOUS ENCUMBRANCE: 5,182,540.82 (0000376197)  
PREVIOUS ENCUMBRANCE: 1,428,802.40 (0000668220)  
**THIS ENCUMBRANCE: 0.00 (0000668220)**  
TOTAL ENCUMBRANCE \$18,197,896.30

CONTRACT PERIOD: 04/12/2016 - 10/04/2023

CONTRACT AWARD: \$8,100,000 PER COMMISSION RESOLUTION NO. 16-0053. MODIFICATION NO.1 TO EXTEND CONTRACT TERM FOR ONE YEAR PER COMMISSION RESOLUTION 17-0064. MODIFICATION NO.3 AND 4 FOR NEW CONTRACT AMOUNT OF \$14,000,000 FOR SERVICES THROUGH APRIL 4, 2019 PER COMMISSION RESOLUTION NO.18-0053. \$36,000,000 PER COMMISSION RESOLUTION NO. 18-0370.


Insurance Required	PGH WONG	CPM	MCK	ECS
Worker's Comp.	\$1M-12/18/23	\$1M-12/31/23	\$1M-07/29/23	\$1M-02/04/24
Comp. Gen. Liab.	\$1M-12/18/23	\$1M-12/31/23	\$2M-07/29/23	\$2M-02/04/24
Automobile	\$1M-12/18/23	\$1M-12/31/23	\$1M-07/29/23	\$1M-02/04/24
Excess/Umbrella	\$10M-12/18/23	\$9M-12/31/23	\$1M-07/29/23	N/A
Professional Liab.	\$10M-12/18/23	\$5M-12/31/23	\$2M-07/29/23	\$2M-02/04/24

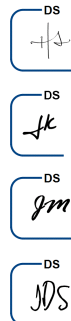
Mail Invoice to:

JULIA KATZ – PLANNING, DESIGN & CONSTRUCTION

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

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director DocuSigned by: 			Chief Administrative Officer, Board of Supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property		Certification Date:  2/23/2023	
By:	30DEF01FFBB14ED...							
LN	NUMBER	AMOUNT	ACCOUNT	FUND	DEPT	AUTHORITY	PROJECT	ACTIVITY
	0000668220	\$0.00	527990	19421	109722	19698	10004203	0007



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

**Modification No. 10**

**Contract No. 10071.41  
Project Management Support Services for  
the Terminal 3 West Modernization Project**

This Modification is made this 14<sup>th</sup> day of November 2022, in the City and County of San Francisco, State of California, by and between: **WCME JV** (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**

- A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On February 16, 2016, by Resolution No. 16-0053, the Commission awarded this Agreement to the Contractor for an amount not to exceed \$8,100,000 for the first year of services; and
- D. On March 21, 2017, by Resolution No. 17-0064, the Commission approved Modification No. 1 extending the term of the Agreement through April 3, 2018. Other administrative changes were also incorporated through Modification No. 1; and
- E. On October 1, 2017, City and Contractor administratively modified the Agreement to update the Contractor’s labor rates through Modification No. 2; and
- F. On March 6, 2018, by Resolution No. 18-0053, the Commission approved Modification No. 3 increasing the contract amount by \$1,890,000 for a new total contract amount not to exceed \$9,990,000 and extending the term of the Agreement through August 30, 2018. Standard contractual clauses and labor rates were also updated through Modification No. 3; and
- G. On March 6, 2018, by Resolution No. 18-0053, the Commission approved Modification No. 4 increasing the contract amount by \$4,010,000 for a new total contract amount not to exceed \$14,000,000 and extending the term of the Agreement through April 4, 2019; and
- H. On July 31, 2018, by Resolution 284-18, the Board of Supervisors approved Modification No. 4 to this Agreement under San Francisco Charter Section 9.118; and
- I. On August 1, 2018, City and Contractor administratively modified the Agreement to replace a sub-consultant through Modification No. 5; and
- J. On November 20, 2018, by Resolution No. 18-0370, the Commission approved Modification No. 6 increasing the contract amount by \$36,000,000 for a new total contract amount not to exceed \$50,000,000

and extending the term of the Agreement through October 4, 2023. A standard contractual clause was also updated through Modification No. 6; and

K. On February 12, 2019, by Resolution No. 73-19, the Board of Supervisors approved Modification No. 6 to this Agreement under San Francisco Charter Section 9.118; and

L. On January 1, 2019, Contractor's joint venture member, Cooper Puga Management, Inc., assigned its membership in the Contractor to CPM Associates, Inc.; and

M. On March 20, 2019, City and Contractor administratively modified the Agreement to update the overhead rates through Modification No. 7; and

N. On September 16, 2019, City and Contractor administratively modified the Agreement to add new sub-consultants, update the overhead rates, 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 through Modification No. 8; and

O. On June 1, 2020, City and Contractor administratively modified the Agreement to update the Notices to Parties provision, delete and replace Appendix B, Calculation of Charges, and updated standard contractual clauses through Modification No. 9; and

P. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to delete and replace Appendix B, Calculation of Charges, and update standard contractual clauses; and

Q. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 40697-14/15 on June 27, 2016; and

R. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, Contractor and City agree as follows:

**1. Article 1. Definitions**, has been amended as follows:

**a. Section 1.1 "Agreement"** means the contract document dated February 16, 2016, Modification No. 1 dated March 21, 2017, Modification No. 2 dated October 1, 2017, Modification No. 3 dated March 6, 2018, Modification No. 4 dated March 6, 2018, Modification No. 5 dated August 1, 2018, Modification No. 6 dated November 20, 2018, Modification No. 7 dated March 20, 2019, Modification No. 8 dated September 16, 2019, Modification No. 9 dated June 1, 2020, including all attached appendices, and all applicable city ordinances and "Mandatory City Requirements" which are specifically incorporated by reference into the Agreement.

**b. Section 1.11 Confidential Information** is hereby deleted in its entirety and replaced with the following:

**1.11 Confidential Information**

1.11.1 "Confidential Information" means confidential City information including, but not limited to, personally-identifiable information ("PII"), protected health information ("PHI"), or individual financial information (collectively, "Proprietary or Confidential Information") that is subject to local, state

or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); and Administrative Code Chapter 12M (“Chapter 12M”).

1.11.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Agreement.

1.11.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

**c. Section 1.12 “City Data”** is hereby deleted in its entirety and replaced with the following:

**1.12 “City Data”** means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

**d. Section 1.13 “Digital Signature”** is hereby added to the Agreement to read as follows:

**1.13 “Digital Signature”** means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

**2. Section 3.3.4 Invoice Format** is hereby deleted in its entirety and replaced with the following:

**3.3.4 Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City’s financial and procurement system (“PeopleSoft”) Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

**3. Section 3.3.6 Getting paid for goods and/or services from the City** is hereby deleted in its entirety and replaced with the following:

### 3.3.6 Getting Paid by the City for Goods and/or Services.

- The City and County of San Francisco utilizes the Paymode-X<sup>®</sup> service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit [http://portal.paymode.com/city\\_countyofsanfrancisco](http://portal.paymode.com/city_countyofsanfrancisco).

- At the option of the City, Contractor may be required to submit invoices directly in PeopleSoft via eSettlement. Refer to <https://sfcitypartner.sfgov.org/pages/training.aspx> for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through [sfemployeeportalsupport@sfgov.org](mailto:sfemployeeportalsupport@sfgov.org).

4. **Section 3.6 Payment of Prevailing Wages** is hereby added to the Agreement to read as follows:

#### 3.6 Payment of Prevailing Wages

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Administrative Code Section 6.22(e) [Prevailing Wages] or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, “Covered Services”). The provisions of Administrative Code Sections 6.22(e) and 21C are incorporated as provisions of this Agreement as if fully set forth in this Agreement and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement, as applicable. For trade work covered by the provisions of Administrative Code Section 21C, Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the BOS, to all workers employed by Contractor who perform such Covered Services under this Agreement. Copies of such rates are available from the Office of Labor Standards and Enforcement (“OLSE”) and on the Internet at <https://sfgov.org/olse/prevailing-wage-non-construction>. For trade work covered by the provisions of Administrative Code Section 6.22(e), Contractor agrees that it shall pay not less than the prevailing wage rates as fixed and determined by the California Department of Industrial Relations for the County of San Mateo to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of such rates are available from the OLSE and on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

5. **Section 4.2 Qualified Personnel** is hereby deleted in its entirety and replaced with the following:

4.2 **Qualified Personnel.** Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor’s authorized subcontractors) to perform the Services. Contractor will comply with City’s reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

#### 4.2.1 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of Airport Operations Bulletin (AOB) 21-11, “Update to Vaccination Requirement for On-Site Personnel” which can be found here: <https://sfoconnect.com/airport-operations-bulletins>.

(b) In accordance with AOB 21-11, or any superseding AOB on the same subject, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the AOB and insure all on-site personnel are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants an employee an exemption, the Contractor must establish a protocol for COVID-19 testing and reporting, and comply with all other requirements of the AOB.

**6. Section 8.4 Rights and Duties upon Termination or Expiration, Section 8.4.1** is hereby amended to add “Section 8.2.2 Exercise of Default Remedies” to the table in Section 8.4.1 that sets forth the provisions of the Agreement that shall survive termination or expiration of the Agreement.

**7. Section 11 Notices to the Parties** is hereby amended to add Section 11.1.1 as follows:

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City’s DocuSign platform, to execute this Agreement and all subsequent modifications.

**8. Article 13 Data and Security** is hereby deleted in its entirety and replaced with the following:

### **Article 13 Data and Security**

#### **13.1 Nondisclosure of City Data, Private or Confidential Information.**

**13.1.1 Protection of Private Information.** If this Agreement requires City to disclose “Private Information” to Contractor within the meaning of Administrative Code Chapter 12M (“Chapter 12M”), Contractor and subcontractor shall use such information only consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

**13.1.2 Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City’s behalf, City Data and /or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City’s behalf, such information must be held by Contractor in confidence and used only in performing 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 confidential information.

**13.2 Payment Card Industry (“PCI”) Requirements.** – Not applicable.

**13.3 Business Associate Agreement.** – Not applicable.

#### **13.4 Management of City Data and Confidential Information**

**13.4.1 Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data must be strictly controlled and limited to Contractor’s staff assigned to this project on a need-to-know basis only. Contractor is provided

a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

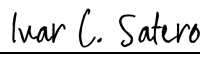




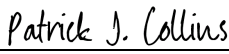
**13.5 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

**9. Appendix B, Calculation of Charges,** is hereby deleted in its entirety and replaced with **New Appendix B, Calculation of Charges**, attached to this Modification No. 10.

**10. Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

**11. 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 certification date referenced above.

<p><b>CITY</b> AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  Ivar C. Satero, Airport Director</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By:  Daniel A. Edington Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p> Authorized Signature</p> <p>Peter G. H. Wong Chief Executive Officer PGH Wong Engineering, Inc.</p> <p> Authorized Signature</p> <p>Ismael G. Puga President CPM Associates, Inc.</p> <p> Authorized Signature</p> <p>Brendan P. McDevitt President MCK Americas Inc.</p> <p> Authorized Signature</p> <p>Patrick J. Collins Chief Executive Officer/Chief Financial Officer Environmental &amp; Construction Solutions, Inc.</p> <p>WCME JV 182 2nd Street, Suite 500 San Francisco, California 94105</p> <p>City Supplier Number: 0000008437</p> <p>Federal Employer ID Number: 810714202</p>
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## **APPENDIX B CALCULATION OF CHARGES**

### **1. GENERAL**

- 1.1 As set forth in Section 3.3, "Compensation," of the Agreement, compensation for Work performed under this Agreement will be on a time and materials basis unless otherwise approved in writing by the Airport Project Manager.
- 1.2 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 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.

### **2. METHOD OF PAYMENT**

- 2.1 Unless approved otherwise by the Airport, 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 Airport Project Manager. The term "invoice" shall include the 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 11.1, "Notices to the Parties," of the Agreement.
- 2.2 The 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 In no case shall the Contractor's invoice include costs that the Airport has disallowed or otherwise indicated that it will not recognize. Costs shall be invoiced by the Contractor's accounting categories and shall be subject to the audit provisions of this Agreement.
  - 2.2.4 Each invoice shall clearly distinguish the Contractor's personnel invoiced at either the home office or the field office multiplier. See Section 3 below for rate definitions.
  - 2.2.5 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.
- 2.3 The 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 the 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.
- 2.4 The Airport 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 5, "Insurance and Indemnity," of the Agreement. The Airport shall provide notice of withholding and may continue the withholding until the Contractor has provided evidence of compliance that is acceptable to the Airport.

### **3. LABOR RATES AND FEES**

#### **3.1 Direct Labor Rates and Direct Labor Rate Adjustments**

3.1.1 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.

3.1.2 The approved direct labor rates shall remain in effect for a minimum of twelve months starting from the Effective Date of this Agreement. At the request of the Contractor, the Airport may approve an adjustment to the direct labor rates for salary personnel who have been actively working on the Project for a minimum of one year. If approved by the Airport, the adjustment will be based on the December increase in the Consumer Price Index (CPI) for the preceding twelve (12) months 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 effective date for the optional annual increase shall be the date the December CPI is published, typically in mid-January. No other adjustments will be allowed unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

#### **3.2 Field Office and Home Office Multipliers**

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

- a. A field office multiplier of 2.3 shall be applied to direct 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 direct 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.

#### **3.3 Fee**

No additional fees shall be applied to direct labor or Other Direct Costs, unless approved in writing by the Airport in advance.

#### **3.4 Mark-Up on Subcontractors**

The Contractor is permitted a **two percent (2%)** mark-up on the first tier approved subcontractors listed in Section 3.6, only.

### 3.5 Direct Labor Rates

Effective November 14, 2022, the approved direct labor rates are as follows:

CLASSIFICATION	RANGE OF RATES	
	LOW	HIGH
Administrative Assistant - FSH	\$20.00	\$42.00
Airfield and Aircraft Systems Manager	\$75.00	\$107.00
Airline Coordinator	\$50.00	\$89.00
Assistant Resident Engineer	\$55.00	\$89.00
Baggage Handling Manager	\$70.00	\$107.00
Concessions Coordinator I	\$50.00	\$89.00
Concessions Coordinator II	\$50.00	\$95.00
Constructability Reviewer	\$70.00	\$113.00
Construction Manager	\$75.00	\$107.00
Cost Estimator	\$50.00	\$107.00
Deputy Design Manager I	\$50.00	\$89.00
Deputy Design Manager II	\$50.00	\$95.00
Design Manager	\$60.00	\$113.00
Document Control Manager	\$30.00	\$54.00
Environmental Technical Support	\$60.00	\$95.00
Field Engineer I	\$45.00	\$78.00
Field Engineer II	\$45.00	\$84.00
Geotechnical Technical Support	\$60.00	\$95.00
Intern	\$20.00	\$36.00
Lab / Material Testing Technician	\$60.00	\$95.00
MEP Manager	\$75.00	\$107.00
Office Engineer I	\$35.00	\$66.00
Office Engineer II	\$45.00	\$78.00
Office Engineer III	\$55.00	\$89.00
Program Manager	\$90.00	\$131.00
Project Controls Engineer I	\$50.00	\$89.00
Project Controls Engineer II	\$50.00	\$95.00
Project Controls Manager	\$55.00	\$109.00
Project Manager	\$80.00	\$113.00
Project Manager Lead	\$90.00	\$124.00
QA Inspector	\$50.00	\$101.00
QA/QC/Code Compliance/Safety Manager	\$55.00	\$107.00

Resident Engineer	\$65.00	\$101.00
Scheduler	\$60.00	\$95.00
Senior Cost Engineer	\$50.00	\$89.00
Senior Cost Estimator	\$60.00	\$107.00
Senior Inspector	\$60.00	\$113.00
Senior Scheduler	\$70.00	\$113.00
SEP Manager	\$50.00	\$101.00
Signage and Phasing Coordinator	\$50.00	\$89.00
Special Inspector	\$50.00	\$101.00
Special Inspector (OSHDP)	\$50.00	\$113.00
Special Systems Manager	\$70.00	\$107.00
Special Systems Support	\$50.00	\$89.00
Subject Matter Expert	\$85.00	\$132.00
Sustainability Manager	\$60.00	\$95.00
Technical Advisor	\$50.00	\$113.00
Tenant Space Coordinator I	\$50.00	\$89.00
Tenant Space Coordinator II	\$50.00	\$95.00
TSA OTA Technical Review	\$70.00	\$113.00

### 3.6 Approved Subcontractors

The approved subcontractors are as follows:

AECOM Technical Services, Inc.  
 AMC Consulting Engineers, Inc.  
 Apex Testing Laboratories, Inc.  
 Chaves & Associates  
 C M Pros  
 Hollins Consulting, Inc.  
 PSC Associates, Inc.  
 Saylor Consulting Group, Inc.  
 Stok LLC

## 4. OTHER DIRECT COSTS (ODC)

- 4.1 Only the actual costs incurred by the Contractor shall be allowed and invoiced as ODCs. The Contractor shall not submit any cost in excess of \$500 without prior written authorization from Airport. There shall be no mark-ups of any kind allowed on costs reimbursed under this Section. Costs 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).
- 4.2 The costs of renderings, computer-animated presentations, and presentation models required for meetings and approvals described in Appendix A, Services to be Provided by Contractor, of this Agreement are not considered ODCs. The cost of additional renderings, computer-animated presentations, or presentations requested in writing and directed by the Airport shall be ODCs. Such materials prepared by the Contractor without written advance approval by the Airport shall be considered non-reimbursable.

- 4.3 The following items are not considered ODCs: (i) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of the Contractor's team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (ii) internet gateways, electronic mail service or other technology-based communication service, FTP sites, or data file transfer or research services, unless for the sole and exclusive use by the Projects; (iii) travel by the Contractor or its subcontractors between its home office and the San Francisco Bay Area; (iv) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the Airport; (v) in-house coordination materials among the Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; (vi) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Appendix A of this Agreement; and (vii) food and beverage and/or entertainment charges of any kind unless approved in writing in advance by the Airport.
- 4.4 Unless authorized in writing by the Airport, the Airport will not reimburse the 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 are not allowed unless authorized in writing by the Airport. 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](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)

#### **END OF APPENDIX B**