

CITY AND COUNTY OF SAN FRANCISCO

Original

**CONTRACT ORDER**

Change - Increase

CONTRACT WITH:

- Decrease

West Field Consultants JV

Date

425 Market Street, 17<sup>th</sup> Floor

SAN FRANCISCO, CA 94133

Department: 27 Airport Commission		Controller No.: 0000823651
*	Department Contact: Samuel Chui	Tel. No: (650) 821-5440
PS CONTRACT ID: 1000032634		Date: 10/30/2024 Page 1 of 1
Category Codes 91200	Supplier No. 0000054420	Contract No CT11984.41
Period Covered: 5/2/2024 – 5/2/2025		Amount: \$500,000.00

Docusign Envelope ID: C951E887-0B3B-4AD6-A36F-1AB4E8CA3D8

<p><b>FOR THE PURPOSE OF: MODIFICATION 1 AND INCREASE ENCUMBRANCE FOR CT11984.41 – PMSS FOR THE CARGO BUILDING 720.1 AND GSE BUILDING 742 PROJECT</b></p> <p>TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE CARGO BUILDING 720.1 AND GSE BUILDING 742 PROJECT IN A NOT-TO-EXCEED CONTRACT AMOUNT OF \$3,000,000 FOR FIRST YEAR OF SERVICES. INCREASE ENCUMBRANCE BY \$500,000 PER FR5763. MOD 1 TO ADJUST APPENDIX B, CALCULATION OF CHARGES, 3. LABOR RATES AND FEES, 3.1 DIRECT LABOR RATES AND DIRECT LABOR RATE.</p> <p>PSC FORM 1: #46560-22/23; 09/01/2023-08/31/2028; AMOUNT: \$1,500,000,000 PSC FORM 2: \$3,000,000</p> <p>PREVIOUS ENCUMBRANCE: \$101,000.00 ( PO 0000823651) FR5202, 5479 PREVIOUS ENCUMBRANCE: \$400,000.00 ( PO 0000823651) FR5611 <b>THIS ENCUMBRANCE \$500,000.00 ( PO 0000823651) FR5763</b></p> <p>TOTAL ENCUMBRANCE \$1,001,000.00</p> <p><b>CONTRACT PERIOD:</b> 5/2/2024 NTP – 5/2/2025</p> <p><b>CONTRACT AWARD:</b> \$3,000,000 PER COMMISSION RESOLUTION NO. 24-0017.</p>	Insurance Required	WSP		AGS		
		Amount	Expiration Date	Amount	Expiration Date	
	Worker's Comp.	\$2,000,000	05/01/25	\$1,000,000	7/1/25	
	Comp. Gen. Liab.	\$3,500,000	05/01/25	\$1,000,000	10/10/25	
	Automobile	\$5,000,000	05/01/25	\$1,000,000	10/10/25	
	Excess/Umbrella			\$2,000,000	10/10/25	
	Professional Liab.	\$2,000,000	10/31/25	\$2,000,000	10/10/25	
MAIL INVOICE TO:						
<p>SAMUEL CHUI – PLANNING, DESIGN &amp; CONSTRUCTION</p> <p>San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128</p>						

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director  By: 	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date  10/31/2024
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Ln. No.	Document	Amount	Chartfield					
	Number		Account	Fund	Dept	Authority	Project	Activity
2	0000823651	\$500,000.00	527990	19427	109722	10340	10039949	0031

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JM

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

**Modification No. 1**

This Modification is made this 1<sup>st</sup> day of October 2024, in the City and County of San Francisco, State of California, by and between West Field Consultants, a Joint Venture, a joint venture between WSP USA Inc. and AGS, Inc., 425 Market Street, 17<sup>th</sup> Floor, San Francisco, CA 94105 (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”) for Project Management Support Services for the Building 720.1 and GSE Building 742 Project; and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On February 6, 2024, by Resolution No. 24-0017, the Commission awarded this Agreement to the Contractor for a term of one (1) year and a not-to-exceed amount of \$3,000,000; and
- D. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update standard contractual clauses; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46560 -22/23 on July 17, 2023; and
- F. Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

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

**1. Article 2 Term of the Agreement is replaced as follows:**

2.1 The term of this Agreement commenced on May 2, 2024, and will expire on May 1, 2025, unless earlier terminated as otherwise provided in this Agreement.

**2. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.1 Direct Labor Rates and Direct Labor Rate Adjustments is hereby deleted in its entirety and replaced with Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.1 Direct Labor Rates and Direct Labor Rate Adjustments are as follows:**

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

- a. The approved direct labor rate ranges stated in Paragraph 3.5 below shall remain in effect for twelve (12) months starting from the date indicated in the Notice to Proceed.

- b. Contractor shall request direct labor rate adjustments in accordance with the following procedures:
  - i. At the written request of Contractor, the Airport may approve an adjustment to the direct labor rates for individual staff who have been actively providing services under the Agreement for a minimum of one (1) year.
  - ii. If approved by the Airport, the annual rate 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-Hayward, California.” This December-based CPI will be used for optional annual rate adjustments for the entire calendar year.
  - iii. The Airport will analyze requests for rate adjustments to determine if the requested adjustment(s) will cause any individual staff direct labor rates to exceed the approved direct labor rate range for their respective classification. Should any of the new rate(s) exceed the approved direct labor rate range(s), and if the rate adjustment is approved by the Airport, the Airport will modify the Agreement. These new rates will be effective upon certification of the contract modification.
  - iv. If all new rates fall within the approved direct labor rate ranges, the new rates will be effective upon receipt of written approval from the Airport Project Manager.
- c. No other adjustments will be allowed unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

3. **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.2 Overhead Rates** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3.2 Overhead Rates** are as follows:

<b>CONTRACTOR</b>	<b>HOME OFFICE OVERHEAD RATE</b>	<b>FIELD OFFICE OVERHEAD RATE</b>
West Field Consultants, a JV:		
WSP USA, Inc.	140.03%	104.23%
AGS, Inc.	160%	145%

<b>APPROVED FIRST-TIER SUBCONTRACTORS</b>	<b>HOME OFFICE OVERHEAD RATE</b>	<b>FIELD OFFICE OVERHEAD RATE</b>
Chaves & Associates	138.11%	138.11%
Edgar Lopez and Associates, LLC	160%	145%
John Imhoff Architects	160%	145%
LDA Architects, Inc.	139.79%	139.79%
M Lee Corporation	128.80%	128.80%
OrgMetrics LLC	N/A	N/A
RES Engineers, Inc.	N/A	145%
Empowered Solutions LLC, DBA Veregy LLC	160%	145%

**4. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.3 Contractor Profit Rate** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.3 Contractor Profit Rate** as follows:

3.3 Contractor Profit Rate. A maximum profit rate of 10% may be applied to the sum of the direct labor rates and overhead rates for Services performed by the Contractor. A 2% markup may be applied to first-tier subcontractor invoices. No markups are allowed on any Other Direct Costs unless pre-approved in writing by the Airport.

**5. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.4 Subcontractor Profit Rate and Markup** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.4 Subcontractor Profit Rate and Markup** as follows:

3.4 Subcontractor Profit Rate and Markup. The Subcontractor performing the work may apply a maximum profit rate of 10% to the sum of the direct labor rates and overhead rates for Services performed. No markups are allowed on lower-tier subcontractors. No markups are allowed on any Other Direct Costs (all tiers) unless pre-approved in writing by the Airport.

**6. Appendix B, Calculation of Charges, 4. Other Direct Costs, Section 4.2** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 4. Other Direct Costs, Section 4.2**, as follows:

4.2 The following items may not be included as ODCs:

- a. Phone calls, faxes, mail, express mail, delivery service charges, or other communication charges between members of Contractor's team, regardless of location, including 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;
- b. Internet gateways, email service or other technology-based communication service, FTP sites, or data file transfer or research services;
- c. Travel by Contractor or subcontractors between its home office and the San Francisco Bay Area;
- d. Travel within a 100-mile radius of San Francisco;
- e. Travel outside a 100-mile radius of San Francisco, unless pre-approved in writing by the Airport Project Manager;
- f. In-house coordination materials among Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; and
- g. Food and beverage and/or entertainment charges of any kind unless pre-approved in writing by the Airport Project Manager.

**7. Appendix C, San Francisco Labor and Employment Code Update**, is hereby added to the Agreement as follows:

**Appendix C**  
**San Francisco Labor and Employment Code Update\***

\*A number of the City’s contracting provisions have been redesignated in a new Labor and Employment Code, which is operative as of January 4, 2024. The redesignation did not change the substance or meaning of the provisions; it simply changed where the provisions can be found and how they are referred to.

**Cross Reference Table for Citations in AIR-600 Professional Services Agreement**

<b>Section of AIR-600 Contract Template</b>	<b><u>Old Location:</u> San Francisco ADMINISTRATIVE CODE</b>	<b><u>New Location:</u> San Francisco LABOR &amp; EMPT CODE</b>	<b>Subject Matter</b>
3.6.1 (Covered Services)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
3.6.7 (Compliance Monitoring)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
10.4 (Consideration of Salary History)	Chapter 12K	Article 141	Salary History
10.5.1 (Nondiscrimination in Contracts)	Chapter 12B Chapter 12B.2	Article 131 Article 131.2	Nondiscrimination in Contracts
	Chapter 12C Chapter 12C.3	Article 132 Article 132.3	Nondiscrimination in Property Contracts
10.5.2 (Nondiscrimination in Employee Benefits)	Chapter 12B.2	Article 131.2	Nondiscrimination in Employee Benefits
10.7 (Minimum Compensation Ordinance)	Chapter 10.7	Article 111	Minimum Compensation Ordinance
10.8 (Health Care Accountability Ordinance)	Chapter 12Q Chapter 12Q.3	Article 121 Article 121.3	Health Care Accountability Ordinance
10.14 (Consideration of Criminal History in Hiring and Employment Decisions) 10.14.1 10.14.2	Chapter 10.14	Article 142	Consideration of Criminal History in Hiring and Employment Decisions

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

**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, the parties hereto have executed this Agreement on the day first mentioned above.

<p><b>CITY</b> AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by: <i>Ivar C. Satero</i> 10/22/2024 By: <u>8CFDC3E9126544B</u> Ivar C. Satero, Airport Director</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>DocuSigned by: <i>Daniel Edington</i> By: <u>FAC8E38F96494BF</u> Daniel A. Edington, Deputy City Attorney</p>	<p><b>CONTRACTOR</b></p> <p>Signed by: <i>Bart Littell</i> <u>8DE9810282C4468...</u> Authorized Signature</p> <p>Bart Littell, Senior Vice President West Field Consultants, a JV 425 Market Street, 17<sup>th</sup> Floor San Francisco, CA 94105 925-765-3225</p> <p>City Supplier Number: 0000054420 Federal Employer ID Number: 93-4566000</p>
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