

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: CLAUDIA LUQUIN		Tel. No: (650) 821-7721
	PS Contract 1000006322	PS PO 0000054414 & 0000109371 & 0000300967 & 0000376197	Date: 09/28/2020 Page <u>1</u> of <u>1</u>
	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. 9 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 MODERINIZATION AND BOARDING ARE F PASSENGER BOARDING BRIDGE PROJECT IN AN AMOUNT NOT TO EXCEED \$50,000,000.00. MODIFICATION NO. 09 ADMINISTRATIVELY MODIFY THE AGREEMENT ON THE TERMS AND CONDITIONS SET FORTH HEREIN TO UPDATE THE NOTICES TO THE PARTIES PROVISION OF THE AGREEMENT, DELETE AND REPLACE APPENDIX B, 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.

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

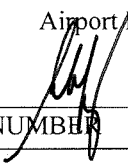
PREVIOUS ENCUMBRANCE:	\$2,658,508.57 (DPAC16001358)
PREVIOUS ENCUMBRANCE:	531,491.51 (0000054414)
PREVIOUS ENCUMBRANCE:	5,246,553.00 (0000109371)
PREVIOUS ENCUMBRANCE:	3,150,000.00 (0000300967)
PREVIOUS ENCUMBRANCE:	19,000,000.00 (0000376197)
<b>THIS ENCUMBRANCE:</b>	<b>0.00 (0000376197)</b>
TOTAL ENCUMBRANCE	\$30,586,553.08

**CONTRACT PERIOD:** EXPIRE ON 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- 09/01/21	\$1M- 01/01/21	\$1M- 07/29/21	\$1M- 02/04/21
Comp. Gen. Liab.	\$1M- 12/18/20	\$1M- 01/01/21	\$2M- 07/29/21	\$2M- 02/04/21
Automobile	\$1M- 12/18/20	\$1M- 01/01/21	\$1M- 07/29/21	\$1M- 02/04/21
Excess/Umbrella	\$10M- 12/18/20	\$9M- 01/01/21	\$1M- 07/29/21	N/A
Professional Liab.	\$10M- 12/15/20	\$5M- 01/01/21	\$2M- 07/29/21	\$2M- 02/04/21

Mail Invoice to:
CLAUDIA LUQUIN – PLANNING, DESIGN & CONSTRUCTION
San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128

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: SEP 29 2020	
LN	NUMBER	AMOUNT	ACCOUNT	FUND	DEPT	AUTHORITY	PROJECT	ACTIVITY		
		\$0.00								

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

**Modification No. 9**

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

THIS MODIFICATION (this “Modification”) is made effective as of June 1, 2020, in San Francisco, California, by and between **WCME JV** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**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 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. 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 Pugeda 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. Due to the financial impacts that the Airport and City are currently experiencing as a result of the COVID-19 pandemic, City requested that all professional service contractors reduce hourly rates under their contracts, which will assist in maintaining the financial feasibility of Airport's continued procurement of Services under this Agreement, of acknowledged value to Contractor; and

P. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update the Notices to the Parties provision of the Agreement, delete and replace Appendix B, 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

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** is amended as follows:

**a. Section 1.1 Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated February 16, 2016 between Contractor and City, as amended by the:

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, and
Modification No. 8,	dated September 16, 2019.

**b. Definition 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 San Francisco 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.

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. New Section 1.12 “City Data” or “Data”** is hereby added to the Agreement to read as follows:

1.12 “City Data” or “Data” includes, but is not limited to, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement.

**2. New Section 3.3.7 Subcontractor Prompt Payment** is hereby added to the Agreement to read as follows:

**3.3.7 Subcontractor Prompt Payment.** Except as otherwise required by Chapter 14B of the Administrative Code, and consistent with the provisions of Section 6.42(f) of the Administrative Code, Contractor shall pay its subcontractors within seven calendar days after receipt of each progress payment from the City, unless otherwise agreed to in writing by both Contractor and the subcontractor. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor to a subcontractor, the Contractor may withhold the disputed amount, but shall pay the undisputed amount. If Contractor violates the provisions of Section 6.42(f), then Contractor shall pay to the subcontractor directly the penalty specified in Section 6.42(f).

**3. Section 4.5 Assignment** is hereby deleted in its entirety and replaced with **New Section 4.5 Assignment** to read as follows:

4.5 **Assignment.** The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

4. **New Section 7.3 Withholding** is hereby added to the Agreement to read as follows:

7.3 **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

5. **Section 8.2.1(a)** is hereby amended to include **Article 13. Data and Security** in the table of contractual provisions the breach of which constitutes a default of the Agreement.

6. **Section 8.4.1** is hereby amended to include **Article 13. Data and Security** in the table of contractual provisions that shall survive termination or expiration of the Agreement.

7. **Section 10.7 Minimum Compensation Ordinance** is hereby deleted in its entirety and replaced with **New Section 10.7 Minimum Compensation Ordinance** to read as follows:

10.7 **Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

8. **Section 10.8 Health Care Accountability Ordinance** is hereby deleted in its entirety and replaced with **New Section 10.8 Health Care Accountability Ordinance** to read as follows:

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well

as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**9. New Section 10.21 Consideration of Salary History** is hereby added to the Agreement to read as follows:

**10.21 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code 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 12K, irrespective of the listing of obligations in this Section.

**10. Section 11.1 Notices to the Parties** is hereby deleted in its entirety and replaced with **New Section 11.1 Notices to the Parties** to read as follows:

**11.1 Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail and shall be addressed as follows:

To City:

By U.S. Mail: Julia Katz  
Airport Project Manager  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, California 94128  
E-mail: [julia.katz@flysfso.com](mailto:julia.katz@flysfso.com)

By Personal Delivery  
or Express Mail:

Julia Katz  
Airport Project Manager  
Planning, Design and Construction  
San Francisco International Airport  
674 West Field Road  
San Francisco, California 94128

To Contractor:

Simon Casey  
Project Manager  
PGH Wong Engineering, Inc.  
182 2<sup>nd</sup> Street, Suite 500  
San Francisco, California 94105  
E-mail: [scasey@pghwong.com](mailto:scasey@pghwong.com)

Any notice of default must be sent by registered mail delivered by an overnight delivery service or courier. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If e-mail notification is used, the sender must specify a receipt notice.

**11. Section 11.16 Order of Precedence** is hereby deleted in its entirety and replaced with **New Section 11.16 Order of Precedence** to read as follows:

**11.16 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the Request for Qualifications/Request for Proposals (RFQ/RFP), and Contractor's proposal dated October 2, 2015. The RFQ/RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFQ/RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

**12. New Section 11.17 Incorporation of Recitals** is hereby added to the Agreement to read as follows:

**11.17 Incorporation of Recitals.** The matters recited above are hereby incorporated into and made part of this Agreement.

**13. New Section 11.18 Notification of Legal Requests** is hereby added to the Agreement to read as follows:

**11.18 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

**14. New Article 13 Data and Security** is hereby added to the Agreement to read as follows:

### **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 San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance 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 City Data and /or City's Confidential Information, the disclosure of which to third parties may

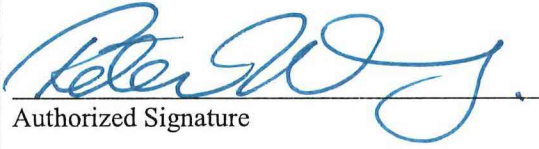

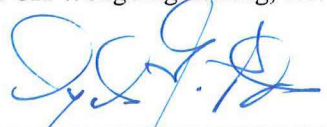
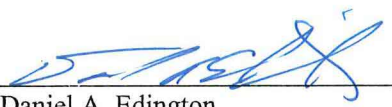

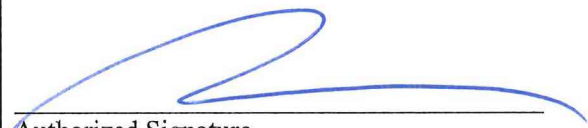


damage City. If City discloses City Data or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own Confidential Information.

**15. 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. 9.

**16. 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.

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

## **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 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 personnel invoiced at either the home office multiplier 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 which 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 stated in Paragraph 3.5 below shall remain in effect until adjusted by the Airport. As, 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 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." Such adjustments are subject to prior written approval by the Airport Director 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.

#### **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 work station 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**

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

### 3.5 Direct Labor Rates

Effective June 1, 2020, the approved direct labor rates are as follows:

CLASSIFICATION	RANGE OF RATES	
	LOW	HIGH
Administrative Assistant - FSH	\$20.00	\$35.00
Airfield and Aircraft Systems Manager	\$75.00	\$90.00
Airline Coordinator	\$50.00	\$75.00
Assistant Resident Engineer	\$55.00	\$75.00
Baggage Handling Manager	\$70.00	\$90.00
Concessions Coordinator	\$50.00	\$75.00
Constructability Reviewer	\$70.00	\$95.00
Construction Manager	\$75.00	\$90.00
Cost Estimator	\$50.00	\$90.00
Deputy Design Manager	\$50.00	\$75.00
Design Manager	\$60.00	\$95.00
Document Control Manager	\$30.00	\$45.00
Environmental Technical Support	\$60.00	\$80.00
Field Engineer	\$45.00	\$65.00
Geotechnical Technical Support	\$60.00	\$80.00
Intern	\$20.00	\$30.00
Lab / Material Testing Technician	\$60.00	\$80.00
MEP Manager	\$75.00	\$90.00
Office Engineer I	\$35.00	\$55.00
Office Engineer II	\$45.00	\$65.00
Office Engineer III	\$55.00	\$75.00
Program Manager	\$90.00	\$110.00
Project Controls Engineer	\$50.00	\$75.00
Project Controls Manager	\$55.00	\$85.00
Project Manager	\$80.00	\$95.00
QA Inspector	\$50.00	\$85.00
QA/QC/Code Compliance/Safety Manager	\$55.00	\$90.00
Resident Engineer	\$65.00	\$85.00
Scheduler	\$60.00	\$80.00
Senior Cost Engineer	\$50.00	\$75.00
Senior Cost Estimator	\$60.00	\$90.00
Senior Inspector	\$60.00	\$95.00
Senior Scheduler	\$70.00	\$95.00
SEP Manager	\$50.00	\$85.00

Signage and Phasing Coordinator	\$50.00	\$75.00
Special Inspector	\$50.00	\$85.00
Special Inspector (OSHDP)	\$50.00	\$95.00
Special Systems Manager	\$70.00	\$90.00
Special Systems Support	\$50.00	\$75.00
Sustainability Manager	\$60.00	\$80.00
Technical Advisor	\$50.00	\$95.00
Tenant Space Coordinator	\$50.00	\$75.00
TSA OTA Technical Review	\$70.00	\$95.00

### 3.6 Approved Subcontractors

The approved subcontractors are as follows:

AECOM Technical Services, Inc.  
 AMC Consulting Engineers, Inc.  
 Apex Testing Laboratories, Inc.  
 Chaves & Associates  
 CM Pros  
 Hollins Consulting, Inc.  
 PSC Associates, Inc.  
 Saylor Consulting Group  
 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**

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9/16/2020

## Subject

**CONTRACT MODIFICATION****Contract No. 10071.41, PMSS for the T3 West Modernization Project  
Modification No. 9**

## Origination

Date **9/2/2020**Division **Planning, Design and Construction**Dept./Sec. **Procurement and Contracts Section**

No.	Name	Action	Initial	Date
1.	Katarina Lam	Originator	KL	9/2/2020
2.	Julia Katz	Review & Initial	JS	9/2/2020
3.	Geoff Neumayr	Review & Initial	GN	9/3/2020
4.	Katarina Lam	Review & Initial	KL	9/3/2020
5.	Daniel Edington	Signature	DE	9/16/20
6.	Ivar Satero	Signature	IS	9/21/20
7.	Hazelle Fernandez	Signature		
8.	Katarina Lam	Information		

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## Comments

The Project Manager recommending approval confirms that this Contract/Modification provides for no increase in hourly rates over the prospective term, neither in the form of Cost of Living Adjustments (COLA) or Cost Price Index (CPI) increases.

- Wong Insurance approved 9/14 KL

## Return to

Name **Katarina Lam**Ext. **1-7839**Email **katarina.lam@flysfo.com**