

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

First Modification

**Contract 10010.41
Project Management Support Services for
New Boarding Area B Project**

THIS MODIFICATION (this "Modification") is made as of January 19, 2016, in San Francisco, California, by and between **T1 Cubed - a Joint Venture** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "**Commission.**"

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On January 20, 2015, by Resolution No. 15-0004, the Commission awarded this Agreement to the Contractor for the duration of twelve (12) months with an amount not-to-exceed \$4,300,000; and
- C. On March 31, 2015, by Resolution No. 102-15, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- D. City and Contractor desire to administratively modify the Agreement to amend Appendix B, Calculation of Charges, and update standard contractual clauses; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47898-13/14 on May 19, 2014; and
- F. Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

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

- 1. **Definitions.** The following definitions shall apply to this Modification:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated January 20, 2015 between Contractor and City.
 - b. **Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.
 - c. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **New Section 8. Submitting False Claims; Monetary Penalties** is hereby replaced in its entirety to read as follows:

8. Submitting False Claims; Monetary Penalties.

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

3. **New Section 32. Earned Income Credit (EIC) Forms** is hereby replaced in its entirety with a **New Section 32. Consideration of Criminal History in Hiring and Employment Decisions** to read as follows:

32. Consideration of Criminal History in Hiring and Employment Decisions.

32.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor’s obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

32.2 The requirements of Chapter 12T shall only apply to the Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

32.2.1 Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant’s or employee’s security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

32.3 Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

32.4 Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

32.5 Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

32.6 Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

32.7 Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

32.8 Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

4. New Section 58. Graffiti Removal is hereby replaced in its entirety with a **New Section 58. Sugar-Sweetened Beverage Prohibition** to read as follows:

58. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

5. Updated Appendix B. Calculation of Charges, Section 7 is hereby deleted in its entirety and replaced with the following:

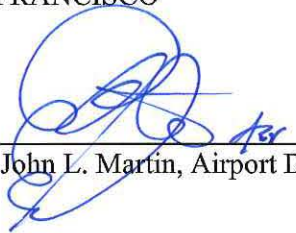
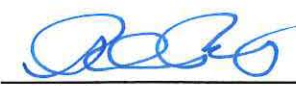
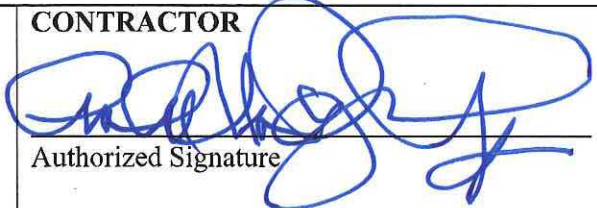

7. THE APPROVED DIRECT BASE LABOR RATES ARE AS FOLLOWS:

CLASSIFICATION	RANGE OF RATES
Airside Manager	\$70.00 - \$85.00
Arch/Shell Package Manager	\$62.00 - \$75.00
BHS Construction Package Manager	\$65.00 - \$70.00
BIM/GIS/Modeling	\$57.00 - \$75.00
Building Systems Manager	\$75.00 - \$80.00
Commissioning Manager	\$45.00 - \$52.00
Concessions Development	\$60.00 - \$79.00
Concurrent Project Facilitator	\$75.00 - \$90.00
Contracts/Change Control	\$60.00 - \$75.00
Conveyance Design Manager	\$80.00 - \$85.00
Cost Estimating	\$60.00 - \$75.00
Demo Package Manager	\$62.50 - \$75.00
Design Manager	\$75.00 - \$90.00
Document Controls	\$30.00 - \$50.00
Electrical Engineer	\$55.00 - \$65.00
Inspectors/Res	\$45.00 - \$70.00
Lead Package Manager	\$70.00 - \$85.00
LEED/Enviro.	\$29.00 - \$34.00
Loading Bridge Manager	\$65.00 - \$80.00
Materials Testing	\$90.00
Mech/Plumbing/Bldg. Sys	\$70.00 - \$80.00
Office Administration	\$30.00 - \$50.00
Office Engineer	\$30.00 - \$55.00
Package Manager	\$62.00 - \$80.00
Project Controls Manager	\$60.00 - \$85.00
Project Manager/Construction Manager	\$90.00 - \$98.00
QA/QC Manager	\$75.00 - \$85.00
Safety Manager	\$70.00 - \$85.00
Scheduling	\$60.00 - \$75.00
Security Special Systems	\$58.00 - \$65.00
Senior Office Engineer	\$55.00 - \$75.00
Special Systems/IT Support	\$58.00 - \$65.00
Stakeholder Engagement Manager	\$65.00 - \$85.00
Surveying	\$40.00 - \$70.00
Utilities Package Manager	\$60.00 - \$75.00

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

7. Legal Effect. Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  John L. Martin, Airport Director</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Randy Parent Deputy City Attorney</p>	<p>CONTRACTOR</p> <p> Authorized Signature</p> <p>Arnold Rosenberg Senior Vice President</p> <p> Authorized Signature</p> <p>Bahram Khamenehpour Senior Principal</p> <p>T1 Cubed - a Joint Venture 303 Second Street, Suite 700 San Francisco, California 94107</p> <p>96000 Vendor Number</p> <p>47-2256316 Federal Employer ID Number</p>
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