

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

**Modification No. 9**

**Contract No. 10011.41  
Project Management Support Services for  
Terminal 1 Center Renovation Project**

THIS MODIFICATION (this "Modification") is made as of December 4, 2018, in San Francisco, California, by and between ACJV ("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 (as defined below); and
- B. On January 20, 2015, by Resolution No. 15-0005, the Commission awarded this Agreement to the Contractor in a not-to-exceed amount of \$3,500,000 for the first year of services; and
- C. On March 31, 2015, by Resolution No. 103-15, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118 in an amount not to exceed \$23,000,000; and
- D. On June 15, 2015, City and Contractor administratively modified the Agreement to amend Appendix B, Calculation of Charges, to incorporate new personnel classifications and corresponding range of rates through Modification No. 1; and
- E. On March 15, 2016, by Resolution No. 16-0079, the Commission approved Modification No. 2 to increase the contract amount, extend the term of the Agreement, and amend Appendix B to update the billing rates; and
- F. On August 22, 2016, City and Contractor administratively modified the Agreement to amend Appendix B to incorporate new personnel classifications and a new subcontractor through Modification No. 3; and
- G. On March 21, 2017, by Resolution No. 17-0058, the Commission approved Modification No. 4 to increase the contract amount and extend the term of the Agreement. Modification No. 4 also amended Appendix B to update the billing rates and make other administrative changes; and
- H. On July 1, 2017, City and Contractor administratively modified the Agreement to amend Appendix B to incorporate a new subcontractor and update the billing rates through Modification No. 5; and
- I. On October 11, 2017, City and Contractor administratively modified the Agreement to amend Appendix B to incorporate a new subcontractor and a new personnel classification, and make other administrative changes through Modification No. 6; and

J. On February 20, 2018, by Resolution No. 18-0038, the Commission approved Modification No. 7 to increase the contract amount by \$4,348,000, for a total not-to-exceed amount of \$22,998,000, and extend the term of the Agreement to September 30, 2018; and

K. On February 20, 2018, by Resolution No. 18-0038, the Commission approved Modification No. 8 to increase the contract amount by \$5,252,000, for a total not-to-exceed amount of \$28,250,000, and extend the term of the Agreement to April 30, 2019; and

L. On September 25, 2018, by Resolution No. 315-18, the Board of Supervisors approved Modification No. 8 under San Francisco Charter Section 9.118 in an amount not to exceed \$28,250,000; and

M. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, extend the term of the Agreement, update a standard contractual clause, and amend Appendix B to update the overhead rates and billing rates; and

N. On December 4, 2018, by Resolution No. 18-0388, the Commission approved Modification No. 9 to increase the contract amount by \$33,075,000 for a total not-to-exceed amount of \$61,325,000 and extend the term of the Agreement for services through December 31, 2023; and

O. On \_\_\_\_\_, by Resolution No. \_\_\_\_\_, the Board of Supervisors approved this Modification under San Francisco Charter Section 9.118 in a new total amount not to exceed \$61,325,000; and

P. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47898-13/14 on April 2, 2018; 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, as amended by the:

Modification No. 1,	dated June 15, 2015,
Modification No. 2,	dated March 15, 2016,
Modification No. 3,	dated August 22, 2016,
Modification No. 4,	dated March 21, 2017,
Modification No. 5,	dated July 1, 2017,
Modification No. 6,	dated October 11, 2017,
Modification No. 7,	dated February 20, 2018, and
Modification No. 8,	dated February 20, 2018.

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

**2. Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for a new ending date of **December 31, 2023**

**3. Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not-to-exceed **Thirty-Three Million Seventy-Five Thousand Dollars (\$33,075,000)** for a new

total not-to-exceed amount of **Sixty-One Million Three Hundred Twenty-Five Thousand Dollars (\$61,325,000)**.

4. **Section 33.3 LBEUTS** is hereby replaced in its entirety with the following:

**Section 33.3 LBE Payment and Utilization Tracking.** Contractor must submit all required payment information using the City’s Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor’s submission of all required CMD payment information. Failure to submit all required payment information to the City’s Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City’s payment of an invoice, Contractor has ten calendar days to acknowledge using the City’s Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

5. **Appendix B, Calculation of Charges**, is hereby amended as follows:

a. **Paragraph 4.1** is deleted in its entirety and replaced with the following:

4.1 Billing rates shall be used for reimbursement of the cost portion of this Agreement. Billing rates shall be the sum of approved hourly direct base rates as set forth in Paragraph 7 below plus indirect cost as follows:

<b>FIRM</b>	<b>HOME OFFICE OVERHEAD RATE</b>	<b>FIELD OFFICE OVERHEAD RATE</b>
AECOM Technical Services, Inc.	153.40%	120.30%
Cooper Pugaeda Management, Inc.	110.00%	110.00%
Apex Testing Laboratories, Inc.	163.20%	163.20%
CAGE, Inc.	153.50%	116.00%
Cornerstone Transportation Consulting, Inc.	151.68%	151.68%
DScheme, Inc.	120.00%	120.00%
mlok Consulting, Inc.	140.00%	140.00%
Parsons Transportation Group, Inc.	122.91%	92.38%
Saylor Consulting Group, Inc.	126.00%	126.00%
The Thier Group, LLC	180.00%	175.00%
Turner & Townsend, Inc.	135.00%	135.00%

b. **Paragraph 7, Direct Labor Rates**, is deleted in its entirety and replaced with the following:

7. **EFFECTIVE MAY 1, 2019, THE APPROVED DIRECT BASE LABOR RATES ARE AS FOLLOWS:**




<b>CLASSIFICATION</b>	<b>RANGE OF RATES</b>	
	<b>LOW</b>	<b>HIGH</b>
Activation Coordinator	\$55.67	\$77.94
Baggage Handling System Lead	\$66.81	\$100.21
Baggage Handling System QA Inspector	\$55.67	\$83.51
Commission Field Engineer	\$50.11	\$72.38

Construction Manager	\$86.85	\$97.99
Cost Control Engineer	\$37.76	\$59.34
Design Manager/SEP	\$72.38	\$94.65
Document Control	\$33.40	\$55.67
Estimator	\$38.97	\$61.24
Estimator Lead	\$61.24	\$83.51
First Source Hire Program (Admin)	\$16.70	\$38.97
Interface Project Manager	\$100.69	\$116.59
Intern	\$16.70	\$27.84
MEP & Commissioning Coordinator	\$55.67	\$77.94
Office Engineer I	\$21.58	\$32.37
Office Engineer II	\$26.97	\$43.16
Office Engineer III	\$38.97	\$61.24
Project Controls Manager	\$72.38	\$94.65
Project Manager	\$86.85	\$109.12
QA/Code Compliance Coordinator	\$66.81	\$89.08
Resident Engineer I	\$37.76	\$59.34
Resident Engineer II	\$53.95	\$75.53
Resident Engineer III	\$66.81	\$89.08
Risk Manager	\$80.92	\$91.71
Safety Coordinator	\$55.67	\$77.94
Scheduler	\$38.97	\$61.24
Security Special Systems Lead	\$75.72	\$97.99
Senior Cost Control	\$55.67	\$77.94
Senior Scheduler	\$61.24	\$83.51
Special Inspections	\$38.97	\$61.24
Sustainability Support Coordinator	\$50.11	\$72.38
Tenant/Concession Coordinator	\$55.67	\$77.94

6. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification, except for the Direct Labor Rates, which are effective on and after May 1, 2019.

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.

<b>CITY</b>	<b>CONTRACTOR</b>
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: _____ Ivar C. Satero, Airport Director	
	Authorized Signature Michael G. Gasparro Vice President
Attest:	
By _____ C. Corina Monzón, Secretary Airport Commission	
Resolution No: 18-0388 Adopted on: December 4, 2018	Authorized Signature Ismael G. Puga President
Approved as to Form:	ACJV 300 California Street, Suite 400 San Francisco, California 94104
Dennis J. Herrera City Attorney	City Supplier ID: 0000026292
By  _____ Heather Wolnick Deputy City Attorney	Federal Employer ID Number: 47-2360840