

CITY AND COUNTY OF SAN FRANCISCO

Original

**CONTRACT ORDER**

Change - Increase

CONTRACT WITH:

- Decrease

PGH Wong/The Allen Group JV

Date

50 Osgood Place, Suite 320

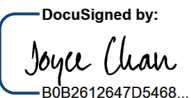
SAN FRANCISCO, CA 94133

Department: 27 Airport Commission		Controller No.: 0000798212
*	Department Contact: Justin Erickson	Tel. No: (650) 821-9402
PS CONTRACT ID: 1000032023		Date: 09/06/2024 Page 1 of 1
Category Codes 91200	Supplier No. 0000053122	Contract No CT11917.41
Period Covered: 1/26/2024 – 1/26/2025		Amount: \$1,167,800.00


Docusign Envelope ID: D5ACB3B4-F0CD-4CC3-8C45-505077096049

<p><b>FOR THE PURPOSE OF: MODIFICATION 1 AND INCREASE ENCUMBRANCE FOR CT11917.41 – PMSS FOR THE WEST FIELD GARAGE 675 PROJECT</b></p> <p>TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE WEST FIELD GARAGE 675 PROJECT IN A NOT-TO-EXCEED CONTRACT AMOUNT OF \$3,000,000. MOD 1. TO UPDATE APPENDIX B, CALCULATION OF CHARGES, LABOR RATES AND FEES. INCREASE PO ENCUMBRANCE BY 1,167,800.00 PER FR5534 AND FR5591.</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 58,000.00 ( PO0000798212)-FR5296, 5200,4966,4902 PREVIOUS ENCUMBRANCE 400,000.00 ( PO0000798212)-FR5355 <b>THIS ENCUMBRANCE 1,167,800.00 ( PO0000798212)-FR5534, 5591</b> TOTAL ENCUMBRANCE \$1,625,800.00</p> <p><b>CONTRACT PERIOD:</b> 1/26/2024 – 1/26/2025</p> <p><b>CONTRACT AWARD:</b> \$3,000,000 PER COMMISSION RESOLUTION NO. 23-0268.</p>	<b>Insurance Required</b>	<b>PGH Wong</b>		<b>The Allen Group (TAG)</b>		
		Amount	Expiration Date	Amount	Expiration Date	
	Worker's Comp.	\$1,000,000	12/18/24	\$1,000,000	09/01/25	
	Comp. Gen. Liab.	\$1,000,000	12/18/24	\$1,000,000	09/01/25	
	Automobile	\$1,000,000	12/18/24	\$1,000,000	09/01/25	
	Excess/Umbrella	\$5,000,000	12/18/24	\$4,000,000	09/01/25	
	Professional Liab.	\$2,000,000	12/18/24	\$5,000,000	02/01/25	
	MAIL INVOICE TO:					
	JUSTIN ERICKSON – PLANNING, DESIGN & CONSTRUCTION					
	San Francisco Airport Commission P.O. Box 8097 San Francisco, CA 94128					

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director  By:  B0B2612647D5468...	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date  9/7/2024
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Ln. No.	Document	Amount	Chartfield					
	Number		Account	Fund	Dept	Authority	Project	Activity
2	0000798212	\$1,167,800	527990	19427	109722	10340	10039950	0031

DS  


Initial  
U for J. Mosqueda

Initial  
El for 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 April 2024, in the City and County of San Francisco, State of California, by and between: PGH Wong/The Allen Group Joint Venture, a joint venture between PGH Wong Engineering, Inc. and The Allen Group, LLC (TAG), 50 Osgood Place, Suite 320, San Francisco, CA 94133 (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 West Field Garage 675 Project; and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On November 21, 2023, by Resolution No. 23-0268, the Commission awarded this Agreement to the Contractor for an original 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 update the overhead rates; 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 1.1 Agreement** is replaced as follows:

1.1 “Agreement” means the contract document dated January 1, 2024, including all attached appendices and all applicable city ordinances and “Mandatory City Requirements,” which are specifically incorporated by reference into the Agreement.

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

2.1 The term of this Agreement commenced on January 26, 2024, and will expire on January 25, 2025, unless earlier terminated as otherwise provided in this Agreement.

**3. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.2 Field Office and Home Office Multipliers,** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3. Labor Rates and Fees** 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-San Jose, 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 Airport approves the rate adjustment, 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.

3.2 Overhead Rates

- a. Contractor and approved first-tier subcontractors shall use the following approved overhead rates:

<b>CONTRACTOR</b>	<b>HOME OFFICE OVERHEAD RATE</b>	<b>FIELD OFFICE OVERHEAD RATE</b>
The Allen Group	N/A	145.00%
PGH Wong	N/A	109.64%

<b>APPROVED FIRST-TIER SUBCONTRACTORS</b>	<b>HOME OFFICE OVERHEAD RATE</b>	<b>FIELD OFFICE OVERHEAD RATE</b>
Calgeotech Engineering Consultants	160%	145%
Brightworks Northwest, LLC.	160%	145%
Chaves & Associates	138.11%	138.11%
Conсор PMCM, Inc.	118%	118%
EPC Consultants, Inc.	90.40%	90.40%

Martin Lee Corporations	128.80%	128.80%
Montez Group Incorporated	131.55%	131.55%
RES Engineers	160%	145%
Studio 151, LLC	135.90%	135.90%
T.Y. Lin International	144.27%	115.48%

b. The field office overhead rate shall be applied to the direct labor rates for staff provided with a workstation at the Airport, furnished with normal office equipment and materials including computers, printers, internet access, and office supplies.

c. The home office overhead rate shall be applied to the direct labor rates for staff working from the Contractor’s or subcontractor’s offices and not provided with an Airport computer. Use of the home office overhead rate requires prior written authorization from the Airport Project Manager.

d. Annual adjustments to the overhead rate may be requested only from firms that have their overhead rate audited independently by a certified public accountant or other government agency and must be accompanied by the updated audited overhead report. The audited overhead report must adhere to Generally Accepted Government Auditing Standards. The Airport reserves the right to approve or deny any changes in overhead rates during the term of the Agreement. Overhead rates shall not exceed 145% for field offices and 160% for home offices.

**4. Appendix B, Calculation of Charges, 1. General, Paragraph 1.1** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 1. General, Paragraph 1.1** as follows:

1.1 As set forth in Section 3.3 “Compensation” of the Agreement, compensation for Services performed under this will be as specified below, unless otherwise approved by the Airport Project Manager.

Professional Services (Time and Materials basis) =	\$2,976,000
Early Program Coordination Services (Lump Sum basis) =	\$24,000
<b>TOTAL FIRST YEAR OF SERVICES =</b>	<b>\$3,000,000</b>

**5. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.3 Contractor Fee** 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.

**6. Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.4 Subcontractor Fee** 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.

7. **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; travel outside a 100-mile radius of San Francisco, unless pre-approved in writing by the Airport Project Manager;
  - e. In-house coordination materials among Contractor’s team and subcontractors, including photocopy and drawing materials, messenger services; and
  - f. Food and beverage and/or entertainment charges of any kind unless pre-approved in writing by the Airport Project Manager.

8. **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**

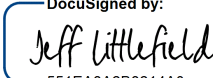
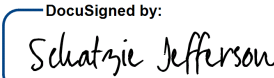
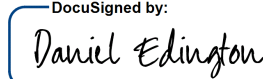
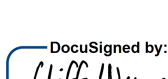
<b>Section of AIR-600 Contract Template</b>	<b><u>Old Location:</u> San Francisco ADMINISTRATIVE CODE</b>	<b><u>New Location:</u> San Francisco LABOR &amp; EMPT CODE</b>	<b>Subject Matter</b>
3.6.1 (Covered Services)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
3.6.7 (Compliance 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

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

**10. 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.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  <small>DocuSigned by: 551FA8A2B8214A0</small> Ivar C. Satero, Airport Director	By:  <small>DocuSigned by: E3EF51C61C314FD...</small> Authorized Signature Schatzie Jefferson
Approved as to Form:	Printed Name
David Chiu City Attorney	President
By:  <small>DocuSigned by: FAC8E38F96494BE...</small> Daniel A. Edington, Deputy City Attorney	Title
	By:  <small>DocuSigned by: 7B2B06C55EC54D0...</small> Authorized Signature Cliff wong
	Printed Name
	President
	Title
	PGH Wong/The Allen Group Joint Venture 50 Osgood Place, Suite 320 San Francisco, CA 94133 415-538-1830
	City Supplier Number: 0000053122 Federal Employer ID Number: 93-3779006