

CONTRACT ORDER

CONTRACT WITH:

T1 PARTNERS, A JOINT VENTURE OF PARSONS TRANSPORTATION GROUP, INC., THE ALLEN GROUP, LLC. AND EPC CONSULTANTS, INC.

50 FREMONT STREET, SUITE 1500
SAN FRANCISCO, CA 94105

Original

Modification - Increase

- Decrease

Others

Department: 27 Airport Commission		Controller No.: DPAC14000161 (FAMIS) 0000052365 (PS)
*	Department Contact: SUZANNE CULIN	Tel. No: (650) 821-7893
PS CONTRACT ID : 1000006149		Date: 08/25/2017 Page <u>1</u> of <u>1</u>
*	Category Codes 96156	Supplier No. 0000010036
Job No: CT 9185.9		
Period Covered: FROM 07/08/2013 TO 07/07/2018		Amount: \$0.00

FOR THE PURPOSE OF: MODIFICATION NO. 08 FOR SFIA CONTRACT NO. 9185.9

TO PERFORM TERMINAL I/BOARDING AREA B REDEVELOPMENT PROGRAM MANAGEMENT SUPPORT SERVICES. MODIFICATION NO. 08 INCREASES THE COMPENSATION BY \$4,533,243 FOR A NOT-TO-EXCEED CONTRACT AMOUNT OF \$28,261,000 AND EXTENDS THE CONTRACT TERM THROUGH 07/07/2018.

PREVIOUS ENCUMBRANCE	\$22,419,309.27
PREVIOUS ENCUMBRANCE	1,308,447.73
THIS ENCUMBRANCE	0.00
TOTAL CERTIFIED CONTRACT AMOUNT	\$23,727,757.00

PSC NO: 4048-12/13 - \$40 MILLION
PSC FORM 2 - \$27,994,000
BOARD OF SUPERVISOR APPROVAL NO. 187-13

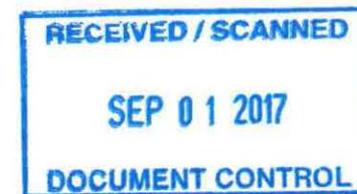
CONTRACT PERIOD: 07/08/2013 – 07/07/2018 WITH THE OPTION OF ADDITIONAL ONE-YEAR EXTENSIONS FOR A TOTAL TERM OF TEN (10) YEARS

CONTRACT AWARD: \$32 MILLION OVER THE NEXT 10 YEARS;
\$4,453,178.00 FOR THE FIRST YEAR OF SERVICE PER COMMISSION RESOLUTION NO. 13-0087;
\$7,807,579.00 FOR YEAR 2 SERVICES PER COMMISSION RESOLUTION NO. 14-0067;
\$7,500,000.00 FOR YEAR 3 SERVICES PER COMMISSION RESOLUTION NO. 15-0142, AND
\$3,967,000.00 FOR YEAR 4 SERVICES PER COMMISSION RESOLUTION NO. 16-0174.
\$4,533,243.00 FOR YEAR 5 SERVICES PER COMMISSION RESOLUTION NO. 17-0124

Insurance Required	Parsons Transportation	The Allen Group	EPC Consultants
Worker's Comp.	\$1M-1/1/18	\$1M-9/1/17	\$1M-5/5/18
Comp. Gen. Liab.	\$1.5M-1/1/18	\$1M-9/8/17	\$1M-5/5/18
Automobile	\$1M-1/1/18	\$1M-9/8/17	\$1M-5/5/18
Professional Liability	\$1.5M-1/1/18	\$5M-2/1/18	\$5M-5/5/18
Excess Liability	\$5M-1/1/18	\$4M – 9/8/17	\$9M-5/5/18

MAIL INVOICE TO: SUZANNE CULIN

San Francisco Airport Commission
P.O. Box 8097
San Francisco, CA 94128



RECOMMENDED AND APPROVED

By: <i>Ivar C. Satero</i> IVAR C. SATERO Airport Director		Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date AUG 25 2017
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Ln. No.	Document		Amount	Chartfield						
	Number	Sfx.		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. 8
Contract No. 9185.9
Program Management Support Services for
Terminal 1/Boarding Area B Redevelopment**

THIS MODIFICATION (this "Modification") is made as of **June 6, 2017**, in San Francisco, California, by and between **T1 Partners, 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

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, on April 16, 2013, by Resolution Number 13-0087, the Commission awarded this Agreement to the Contractor in the amount of \$4,453,178 for the first year of services; and

WHEREAS, the First and Second Amendments incorporated administrative changes, including new labor and overhead rates and new subconsultants; and

WHEREAS, on April 22, 2014, by Resolution Number 14-0067, the Commission approved the Third Amendment to the Agreement, increasing the contract not-to-exceed amount to \$12,260,757, and extending the Agreement through July 7, 2015; and

WHEREAS, the Fourth Modification incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services; and

WHEREAS, on July 7, 2015, by Resolution Number 15-0142, the Commission approved the Fifth Modification to the Agreement, increasing the contract not-to-exceed amount to \$19,760,757, extending the Agreement through July 7, 2016. The Fifth Modification also incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services; and

WHEREAS, on June 1, 2016, by Resolution Number 16-0174, the Commission approved the Sixth Modification to the Agreement, increasing the contract not-to-exceed amount to \$23,727,757, and extending the Agreement through July 7, 2017. The Sixth Modification, as drafted only increased the not-to-exceed amount to \$23,460,757, updated standard contractual clauses, and modified the base labor and overhead rates; and

WHEREAS, the Seventh Modification incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services. The Seventh Modification also added the remaining \$267,000 to the contract, approved by the Commission Resolution Number 16-0174; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, update standard contractual clauses, and modify the base labor rates; and

WHEREAS, on June 6, 2017 by Resolution No. 17-0124, the Commission approved this Modification to the Contractor to increase the contract amount by \$4,533,243, for a not-to-exceed total contract amount of \$28,261,000 and to extend the term of the contract through July 7, 2018; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. 187-13, adopted June 11, 2013, approved the Agreement; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4048 -12/13 on April 3, 2017; 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 April 16, 2013 between Contractor and City, as amended by the:

First Amendment, dated August 26, 2013
Second Amendment, dated February 21, 2014
Third Amendment, dated July 8, 2014
Fourth Modification, dated February 18, 2015
Fifth Modification, dated July 7, 2015
Sixth Modification, dated June 1, 2016
Seventh Modification, dated July 7, 2016

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

2. **Term of the Agreement.** The term of this Agreement has been extended for one (1) additional year of services through July 7, 2018.

3. **Section 5. Compensation** is hereby amended to increase compensation by the not-to-exceed amount of \$4,533,243 for a not-to-exceed contract amount of \$28,261,000.

4. **Section 65. Federal Non-Discrimination Provisions** is hereby replaced in its entirety to read as follows:

65. **Federal Nondiscrimination Requirements.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

a. **Compliance with Regulations.** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

b. **Nondiscrimination.** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.

c. **Solicitations for Subcontracts.** Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work

to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d. **Information and Reports.** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
- 2) Cancelling, terminating, or suspending a contract, in whole or in part.

f. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 65.a through 65.f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

g. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs

or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq.*).

5. **New Section 67. Airport Commission Rules and Regulations** is hereby added to read as follow:

67. Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission’s Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

6. **New Section 68. Federal Fair Labor Standards Act** is hereby added to read as follow:

68. Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7. **New Section 69. Occupational Safety and Health Act of 1970** is hereby added to read as follow:

69. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

1. Paragraph G is deleted in its entirety and replaced with the following:

G. The approved Direct Base Labor Rates are as follows:

3D/4D Graphics	\$47.52 - \$56.54
Administrative Assistant	\$64.04 (fully burdened rate)
Administrative Assistant/Clerk	\$15.50 - \$22.41
Aircraft Systems	\$52.68 - \$73.65
Analyst	\$72.31 - \$82.19 (fully burdened rate)
Associate	\$82.64 - \$90.73 (fully burdened rate)
Asst. Project Manager	\$57.85 - \$72.58
Aviation Planning/Liaison	\$144.62 - \$156.91 (fully burdened rate)
BIM/CADD/Graphics Drafter	\$26.86 - \$44.83
BP Consultant	\$52.68 - \$71.51
Branding	\$89.87 - \$111.01
Business Process Analyst	\$69.21 - \$84.33
CAD Operator	\$24.79 - \$32.02
Chief Estimator	\$77.48 - \$84.33
Chief Scheduler	\$77.48 - \$84.33
Clerical	\$20.66 - \$40.56
Communication Strategies	\$89.87 - \$111.01
Construction Coordinator (Area Coordination)	\$69.21 - \$89.66
Contracts Coordinator	\$45.45 - \$55.51
Contracts Manager	\$47.52 - \$60.84
Cost Control Specialist	\$57.85 - \$89.66
Deputy Program Manager	\$91.94 - \$106.74
Design Manager	\$74.38 - \$93.00
Designer and Project Coordinator	\$176.13 (fully burdened rate)
Digital and Print Media Development	\$42.35 - \$61.91
Director	\$137.70 (fully burdened rate)
Director of Information Systems	\$54.75 - \$61.91
Document Control Clerk	\$20.66 - \$39.49
Document Control Manager	\$29.96 - \$53.37
Document Control Specialist	\$29.96 - \$52.31
Engineer 1	\$28.92 - \$34.16
Engineer 2	\$36.16 - \$40.56
Engineer 3	\$39.25 - \$43.76
ePM Solutions Architect	\$63.01 - \$82.19
Estimator	\$47.52 - \$66.18
Field Engineer & Inspector	\$32.02 - \$61.91
Lead Design	\$186.80 (fully burdened rate)
Lead Electrical Engineer	\$47.52 - \$80.06

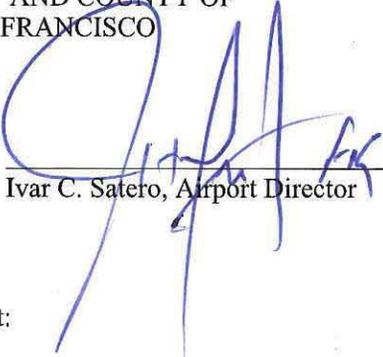
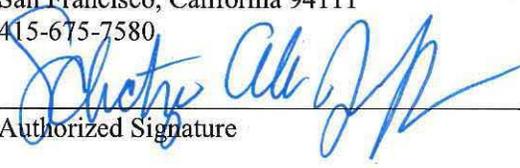
Lead Estimator	\$77.48 - \$84.33
Lead Scheduler	\$77.48 - \$84.33
Manager-Modeler and Market Planner	\$74.38 - \$89.66
Managing Associate	\$116.73 - \$134.49 (fully burdened rate)
Managing Director	\$89.87 - \$105.68
Managing Principal	\$232.69 (fully burdened rate)
MEP Engineer	\$47.52 - \$73.65
MIS/IT/Systems Manager/Systems	\$69.21 - \$84.33
Office Engineer/Administration	\$20.66 - \$48.04
Permit Coordinator	\$29.96 - \$53.37
Program Construction Coordinator	\$69.21 - \$99.27
Program Controls Manager	\$227.33 (fully burdened rate)
Program Management Advisor	\$121.89 - \$139.83
Program Management Advisor	\$260.44 (fully burdened rate)
Program Planner	\$74.38 - \$118.48
Program Safety Auditor	\$52.68 - \$73.65
Program Special/Security Systems Manager	\$69.21 - \$84.33
Program Support Planner	\$61.98 - \$72.58
Program Support Sustainability	\$56.82 - \$66.18
Program Sustainability Manager	\$69.21 - \$84.33
Project Assistant	\$26.86 - \$38.43
Project Controls Engineer	\$47.52 - \$61.91
Project Controls Manager	\$69.21 - \$82.19
Project Director Administration	\$59.91 - \$81.12
Project Director Technical	\$59.91 - \$81.12
Project Director	\$74.38 - \$92.86
Project Manager	\$37.19 - \$87.53
Project Manager/Principal	\$213.48 (fully burdened rate)
QA/QC Manager	\$57.85 - \$73.65
QRT Leader(s)	\$52.68 - \$67.25
Safety Manager	\$69.21 - \$84.33
Scheduler	\$47.52 - \$69.39
Senior Analyst – Data, Schedules and Analysis	\$47.52 - \$61.91
Senior Associate	\$90.90 - \$113.15 (fully burdened rate)
Senior Civil Estimator	\$63.01 - \$73.65
Senior Electrical Estimator	\$69.21 - \$80.06
Senior Estimator	\$61.98 - \$73.65
Senior Mechanical Estimator	\$69.21 - \$80.06
Senior MEP Estimator	\$69.21 - \$80.06
Senior Office Engineer	\$53.72 - \$67.25
Senior Scheduler	\$57.85 - \$84.33
Senior Technical Advisor	\$280.73 (fully burdened rate)
Site Infrastructure Utilities Coordinator	\$57.85 - \$82.19

Structural/Seismic Engineer	\$47.52 - \$80.06
Sustainable Design Coordinator	\$36.16 - \$42.70
Technical Assistant	\$22.73 - \$26.69
Technical Lead	\$52.68 - \$71.51
Technical Specialist	\$47.52 - \$71.51
Technology Planning	\$52.68 - \$84.33
Tenant Coordinator	\$92.97 - \$108.88
Terminal Space Planner	\$52.68 - \$73.65
Vice President	\$150.82 – \$220.95 (fully burdened rate)
Website Development	\$47.52 - \$56.75

9. Effective Date. Each of the changes set forth herein 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, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	Authorized Signature
Attest:	Perfecto M. Solis Senior Vice President – Americas Aviation Division Managing Partner of T1 Partners, Joint Venture
By:  Jean Caramatti, Secretary Airport Commission	Parsons Transportation Group, Inc. 1301 W. President George Bush Highway, Suite 350 Richardson Texas 75080 469-688-2435
Resolution No: <u>17-0124</u>	
Adopted on: <u>June 6, 2017</u>	Authorized Signature P.A. Kini Chief Executive Officer Partner of T1 Partners, Joint Venture
Approved as to Form:	EPC Consultants, Inc. 655 Davis Street San Francisco, California 94111 415-675-7580
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	Authorized Signature Schatzie Jefferson President Partner of T1 Partners, Joint Venture
	The Allen Group, LLC 188 Embarcadero, Suite 460 San Francisco, California 94105 415-538-1830 City Vendor Number: 89785 Federal Employer ID Number: 38-3896477