

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

Modification No. 5

**Contract 10511.41
Program Management Support Services for
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made as of **September 1, 2017**, in San Francisco, California, by and between **Faith Group, LLC** ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved the First Modification to the Agreement to proceed with Phase II of the PIDS project; and
- D. On March 2, 2016, the City and Contractor administratively modified the Second Modification the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved the Third Modification to extend the contract term through October 15, 2017, and to increase the contract amount by \$2,989,142 for a new not-to-exceed amount of \$5,660,142; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved the Fourth Modification to extend the contract term through August 15, 2018, and to increase the contract amount by \$4,160,653 for a new not-to-exceed amount of \$9,820,795; and
- G. City and Contractor desire to administratively modify the Agreement to update rates and incorporate a new sub-consultant; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; 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 **September 1, 2015**, between Contractor and City, as amended by the:

First Modification, dated February 2, 2016, and

Second Modification, dated **March 2, 2016,** and
Third Modification, dated **July 19, 2016,** and
Fourth Modification, dated **June 20, 2017.**

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

2. Appendix B – Calculation of Charges, is hereby amended as follows:

a. Paragraph 3.3 is hereby deleted in its entirety and replaced as follows:

3.3 The approved labor rates stated in Paragraph 6 of this Agreement shall remain in effect for the first year of contract services. As, at the option of the Commission, this is a multi-year contract, the Airport may approve an annual adjustment to the direct hourly 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." Adjustments in the rates are subject to prior written approval by the Airport and must be included in a written modification to the Agreement before any increase labor rate is incurred, unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

b. Section 4. Approved Overhead Rates is hereby deleted in its entirety and replaced as follows:

4. Approved Overhead Rates

4.1 The Airport shall pay the lesser of a firm’s current audited overhead rates, or the maximum approved overhead rates as follows:

Firm Name	Overhead Rate
Faith Group, LLC	157.7%
Cooper Pugeda Management, Inc.	110%
Saylor Consulting	125.97%
Chavez & Associates	157.28%
Cornerstone Transportation Consulting	159.75%
CHS Consulting Group	160.6%
ACG Engineers, Inc.	84%
BASS Electric (fixed rates)	0%
Inspired Data Solutions	99%
PMA Consultants	121.21%
RES Engineers, Inc.	166%

4.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead cost rates for home and/or field office rates upon award of this Agreement and upon request for a change or addition to the maximum approved overhead rates stated in this Paragraph 4.

- 4.3 The home office overhead cost rate shall be used when staff works in an office provided by the Contractor. The field office overhead cost rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead cost rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

c. Paragraph 6. Billing Rates is hereby deleted in its entirety and replaced with the following:

6. BILLING RATES

The approved fully burdened (overhead and Fee included) maximum Billing Rates for each position are as follows:

CLASSIFICATION	BILLING RATE
Admin. Assistant I	\$88.72
Admin. Assistant II	\$118.29
Admin. Assistant/Clerk	\$58.58
Administrative 1	\$77.58
Administrative 2	\$70.53
Analyst	\$95.94
Apprentice	\$90.00
Business Process Analyst	\$219.69
CAD Designer	\$88.01
CAD Operator	\$80.10
CAD Support	\$103.50
Chief Estimator	\$190.48
Construction Inspector	\$132.02
Construction Manager	\$154.37 - \$161.37
Cost Engineer	\$88.01
Design/Technical Manager	\$169.41
Document Control Clerk	\$67.37
Document Control Manager	\$118.42
Document Control Spec. I	\$88.72
Document Control Spec. II	\$118.29
Document Control Technician	\$90.22
Engineer	\$93.89
Estimates Coordinator	\$68.02
Estimator	\$83.48
Estimator 1/I	\$84.87 - \$133.08
Estimator 2/II	\$142.22 - \$162.65
Estimator 3/III	\$192.22
Field Engineer I	\$118.29
Field Engineer II	\$147.86
Field Engineer III	\$177.44

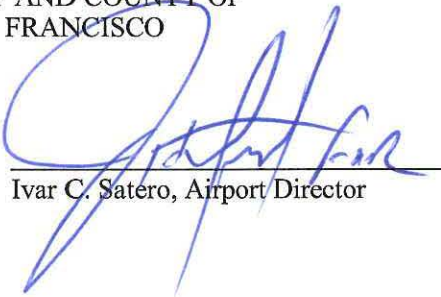

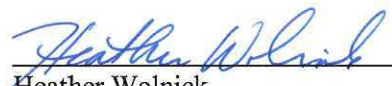
Field Inspector	\$120.29
Inspector	\$133.08
Inspector 1	\$179.85
Inspector 2	\$132.31
IT Designer	\$129.83
Journeyman	\$135.00
MEP Engineer	\$211.59
MEP Project Engineer	\$156.73
Misc. Support 1	\$88.01
Misc. Support 2	\$102.68
Office Engineer I	\$133.08
Office Engineer II	\$162.65
Office Engineer III	\$192.22
Operations Analyst	\$190.71
Permit Coordinator	\$140.59
Principal Estimator	\$191.71
Project Controls Engineer I	\$133.08
Project Controls Engineer II	\$162.65
Project Controls Engineer III	\$192.22
Project Controls Manager	\$162.65 - \$204.20
Project Controls Manager I	\$133.08
Project Controls Manager II	\$162.65
Project Controls Manager III	\$192.22
Project Manager	\$140.00 - \$264.05
QA/QC Manager	\$134.45
Report Writer	\$135.84
Scheduler	\$143.10
Scheduler I	\$133.08
Scheduler II	\$162.65
Scheduler III	\$192.22
Senior Engineer	\$135.84 - \$234.08
Senior Special Inspector (Double Time)	\$263.40
Senior Special Inspector (Overtime & Weekends)	\$197.59
Senior Special Inspector (Regular Time)	\$131.73
Senior Special Inspector (Swing Shift)	\$148.20
Special Inspector (Double Time)	\$251.75
Special Inspector (Overtime & Weekends)	\$188.81
Special Inspector (Regular Time)	\$125.88
Special Inspector (Swing Shift)	\$141.62
Sr. Business Analyst	\$211.59
Sr. Designer	\$133.99

Sr. Electrical Estimator	\$183.17
Sr. Estimator	\$182.40 - \$221.79
Sr. Field Engineer	\$207.01
Sr. IT Systems Analyst	\$190.71
Sr. Mechanical Estimator	\$194.62
Sr. Network Designer	\$162.25
Sr. Project Controls Manager	\$221.79
Sr. Scheduler	\$221.79
Sr. Systems Designer	\$183.37
Sr. Systems Engineer	\$169.26
Stakeholder Manager	\$228.85
Structural Estimator	\$163.24
Subject Matter Expert	\$216.20 - \$269.30
System Eng./MIS/IT/Controls	\$219.69
Systems Designer	\$110.75

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

4. **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
Approved as to Form: Dennis J. Herrera City Attorney	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, MO 63143 Telephone Number: 314-991-2228
By:  Heather Wolnick Deputy City Attorney	95158 City Vendor Number 0000020321 City Supplier Number 20-0568153 Federal Employer ID Number