

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

Modification No. 5

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

THIS MODIFICATION (this "Modification") is made as of **January 1, 2018**, 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, 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 in a not-to-exceed amount of \$4,300,000 for the first year of services; 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. On January 19, 2016, the City and Contractor administratively modified the Agreement to amend Appendix B, Calculation of Charges, and update standard contractual clauses through the First Modification; and
- E. On March 15, 2016, by Resolution No. 16-0078, the Commission approved the Second Modification to the Contractor to increase the contract amount, extend the term of the contract, and amend Appendix B, Calculation of Charges; and
- F. On July 1, 2016, the City and Contractor administratively modified the Agreement to amend Appendix B, Calculation of Charges, through the Third Modification; and
- G. On March 21, 2017, by Resolution No. 17-0059, the Commission approved the Fourth Modification to the Contractor to increase the contract amount, extend the term of the contract, amend the Appendix B - Calculation of Charges, and to make other administrative changes; and
- H. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to add a new sub-consultant and amend labor rates; and
- I. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47898-13/14 on May 19, 2014; 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:

First Modification,	dated January 19, 2016, and
Second Modification,	dated March 15, 2016, and
Third Modification,	dated July 1, 2016, and
Fourth Modification,	dated March 21, 2017.

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

2. Section 25. Notices to the Parties is hereby replaced in its entirety with a New Section 25. Notices to the Parties to read as follows:

25. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Kristin Allen
Airport Project Manager
Planning, Design & Construction
San Francisco International Airport
P.O. Box 8097
San Francisco, California 94128
Fax: 650-821-7799
Email: kristin.allen@flysfo.com

To Contractor: Bart Littell
Vice President / Area Construction Manager
Parsons Brinckerhoff, Inc.
425 Market Street, 17th Floor
San Francisco, California 94105
Fax: 415-243-9501
Email: Littell@pbworld.com

Bahram Khamenehpour
Senior Principal
AGS, Inc.
5 Freelon Street
San Francisco, California 94107
Fax: 415-777-2167
Email: bkhamenehpour@agsinc.com

Any notice of default must be sent by registered mail.

3. Section 65. Federal Non-Discrimination Provisions is hereby deleted in its entirety and replaced with the following:

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:

65.1 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.

65.2 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.

65.3 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.

65.4 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.

65.5 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:

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

65.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 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.

65.7 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 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- 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.*).

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

a. **Paragraph 3.2**, is hereby deleted in its entirety and replaced with the following:

3.2 The approved labor rates stated Paragraph 7 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. **Paragraph 4.1**, is hereby deleted in its entirety and replaced with the following:

4.1 Labor rates and overhead rates shall be used for reimbursement of the cost portion of this Agreement. Billing rates shall be the sum of approved hourly base rates as set forth in paragraph 7 below plus overhead rates. Approved overhead rates are as follows:

FIRM	HOME OFFICE OVERHEAD RATE	FIELD OFFICE OVERHEAD RATE
Parsons Brinckerhoff	153.10%	111.20%
AGS, Inc.	165%	135%
CAGE, Inc.	161.26%	161.26%
CM Pros	169.43%	158.27%
Faithful + Gould	129.7%	125%
Joseph Chow & Associates	160%	150%
NBA Engineering, Inc.	169%	167.50%
RES Engineers, Inc.	166%	166%
Dabri, Inc.	128.71%	128.71%
Meridian Surveying Engineering, Inc.	160%	135%
Bay Area Consulting Engineers, Inc.	190%	125%
Yolanda's Construction Administration & Traffic Control, Inc.	137%	125%
BLC Partners	190%	135%
Ambient Energy	229%	209%
Barich, Inc.	96.30%	N/A
Saylor Consulting	112.98%	112.98%



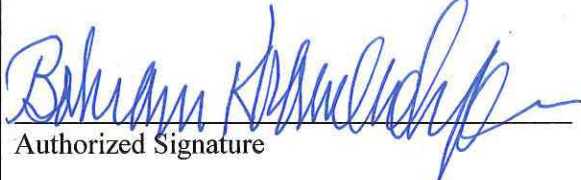

- c. **Paragraph 7, The Approved Direct Base Labor Rates,** is hereby amended to include new classifications as follows:

CLASSIFICATION	RANGE OF RATES
Field Engineer	\$35.00 - \$60.00
Senior Cost Estimator	\$65.00 - \$90.00

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

6. **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 Bart Littell Vice President
Approved as to Form: Dennis J. Herrera City Attorney	 Authorized Signature
By:  Heather Wolnick Deputy City Attorney	Bahram Khamenehpour Senior Principal
	T1 Cubed - a Joint Venture 425 Market Street, 17 th Floor San Francisco, California 94105
	96000 Vendor Number
	0000010037 City Supplier Number
	47-2256316 Federal Employer ID Number