

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

First Amendment

THIS AMENDMENT (this "Amendment") is made as of **August 26, 2013**, 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, the Commission adopted Resolution Number 13-0087 on April 16, 2013 which authorized the award of said Agreement for the period of one (1) year from the Notice to Proceed date with the option for nine (9) additional one-year extensions for a total term of ten (10) years; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to modify some base labor rates as shown on Appendix B.1; 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 contract to Consultant; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4048-12/13 on November 19, 2012; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes;

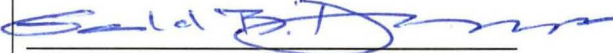



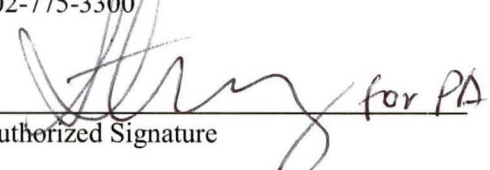
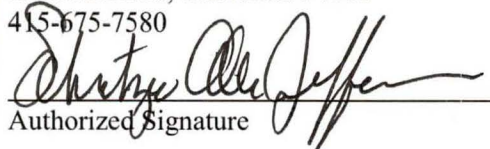
NOW, THEREFORE, Contractor and the City agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:
 - a. **Agreement.** The term "Agreement" shall mean the Agreement dated April 16, 2013 between Contractor and City.
 - b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Section 5. Compensation** is hereby amended to modify some base labor rates as shown on the attached Appendix B.1 attached to this first amendment.
3. **New Section 64. Labor Peace / Card Check Rule** is hereby replaced in its entirety to read as follows:
 64. **Labor Peace / Card Check Rule.** Without limiting the generality of other provisions herein requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in

this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization”), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

4. **Appendix B.** has been replaced in its entirety with Appendix B 1.
5. **Effective Date.** Each of the modifications set forth in Section 1 shall be effective on and after August 26, 2013.
6. **Legal Effect.** Except as expressly modified by this Amendment, 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 Amendment as of the date first referenced above.

| CITY | CONTRACTOR |
|---|---|
| AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO |  |
| Recommended By:  Ivar Satero, Deputy Airport Director | Authorized Signature |
| By:  John L. Martin, Airport Director | Garold B. Adams Executive Vice President – Operations Director Managing Partner of T1 Partners, Joint Venture |
| Approved as to Form: Dennis J. Herrera City Attorney | Parsons Transportation Group, Inc. 100 M Street, SE, Suite 1200 Washington, DC 20003 202-775-3300 |
| By:  Heather Wolnick Deputy City Attorney |  Authorized Signature |
| | P. A. Kini Chief Executive Officer Partner of T1 Partners, Joint Venture |
| | EPC Consultants, Inc. 655 Davis Street San Francisco, California 94111 415-675-7580 |
| |  Authorized Signature |
| | Schatzie Jefferson President Partner of T1 Partners, Joint Venture |
| | The Allen Group, LLC 594 Howard Street, Suite 301 San Francisco, California 94105 415-538-1830 |
| | 89785 City Vendor Number |
| | 38-3896477 Federal Employer ID Number |

Attachments:
Appendix B.1, Calculation of Charges

**APPENDIX B.1
CALCULATION OF CHARGES**

This is Appendix B.1 attached to, and incorporated by reference in the Agreement made on **April 16, 2013** between the City and County of San Francisco, acting by and through its Airport Commission (Commission), and **T1 Partners, Joint Venture** (Contractor) providing for Program Management Support Services for the Terminal 1 Redevelopment Program (T1 Program).

A. GENERAL

No Changes

B. METHOD OF PAYMENT

No Changes

C. DIRECT SALARY RATE AND DIRECT SALARY RATE ADJUSTMENT

No Changes

D. BILLING RATES

No Changes

E. FEE

No Changes

F. OTHER DIRECT COST

No Changes

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

| POSITION | RATE RANGE |
|--|-------------------|
| KEY POSITIONS | |
| Deputy Program Manager | \$85 to \$95 |
| Program Baggage System Manager | \$70 to \$80 |
| Program Construction Coordinator | \$65 to \$75 |
| Program Controls Manager | \$65 to \$75 |
| Program Planner | \$70 to \$105 |
| Program QRT Manager | \$70 to \$80 |
| Program Special/Security Systems Manager | \$65 to \$75 |
| Program Sustainability Manager | \$65to \$75 |
| SUPPORT POSITIONS | |
| Office Engineer/Administration | \$20 to \$35 |
| BIM/CADD/Graphics Drafter | \$25 to \$40 |
| Document Control Specialist | \$28 to \$45 |
| Estimator | \$45 to \$55 |

| | |
|----------------------------|--------------|
| Field Engineer & Inspector | \$30 to \$55 |
| Project Controls Engineer | \$45 to \$55 |
| QA/QC Manager | \$55 to \$65 |
| Scheduler | \$45 to \$55 |
| QRT Leader(s) | \$50 to \$60 |

FUTTERMAN CONSULTING INC.

| | |
|--------------------------|-----------------------------|
| Senior Technical Advisor | \$250 (fully burdened rate) |
|--------------------------|-----------------------------|

FIDATO

| | |
|---------------------------|-----------------------------|
| Aviation Planning/Liaison | \$140 (fully burdened rate) |
|---------------------------|-----------------------------|

Contractor must obtain Airport Program Manager approval prior to commencing work for the below listed positions and rates.

PARSONS TRANSPORTATION GROUP

| | |
|-----------------------------|----------------|
| Program Safety Auditor | \$50 to \$65 |
| Terminal Space Planner | \$50 to \$65 |
| Aircraft Systems | \$50 to \$65 |
| Structural/Seismic Engineer | \$50 to \$65 |
| MEP Engineer | \$50 to \$65 |
| Program Management Advisor | \$115 to \$125 |

THE ALLEN GROUP

| | |
|---|--------------|
| Tenant Coordinator | \$88 to \$97 |
| Site Infrastructure Utilities Coordinator | \$55 to \$75 |

EPC CONSULTANTS

| | |
|--|-----------------------------|
| Program Management Advisor | \$232 (fully burdened rate) |
| Construction Coordinator (Area Coordination) | \$65 to \$80 |
| Structural/Seismic Engineer | \$45 to \$65 |
| MEP Engineer | \$45 to \$65 |
| Contracts Manager | \$45 to \$55 |

CHAVES AND ASSOCIATES

| | |
|--------------------------------|--------------|
| Business Process Analyst | \$65 to \$75 |
| MIS/IT/Systems Manager/Systems | \$65 to \$75 |
| Project Manager | \$50 to \$64 |
| Permit Coordinator | \$28 to \$48 |
| Document Control Manager | \$28 to \$48 |
| Document Control Clerk | \$20 to \$35 |
| Administrative Assistant/Clerk | \$15 to \$20 |

M LEE CORPORATION

| | |
|--------------------------|--------------|
| Senior Office Engineer | \$51 to \$60 |
| Senior Estimator | \$59 to \$65 |
| Lead Estimator | \$73 to \$75 |
| Chief Estimator | \$73 to \$75 |
| Senior Scheduler | \$59 to \$65 |
| Lead Scheduler | \$73 to \$75 |
| Chief Scheduler | \$73 to \$75 |
| Cost Controls Specialist | \$55 to \$80 |
| Contracts Coordinator | \$43 to \$50 |

ROBIN CHIANG AND COMPANY

| | |
|--------------------------------|--------------|
| Program Support Planner | \$59 to \$64 |
| Program Support Sustainability | \$54 to \$59 |

SAYLOR CONSULTING GROUP

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|-----------------------------|--------------|
| Senior Electrical Estimator | \$65 to \$71 |
| Senior Mechanical Estimator | \$65 to \$71 |
| Senior Civil Estimator | \$60 to \$65 |
| Senior MEP Estimator | \$65 to \$71 |
| Senior Scheduler | \$55 to \$75 |

MOLLY DUGGAN ASSOCIATES

| | |
|-------------------------------------|---------------|
| Digital and Print Media Development | \$40 to \$55 |
| Website Development | \$45 to \$50 |
| Communication Strategies | \$85 to \$100 |
| Branding | \$85 to \$100 |
| Technology Planning | \$50 to \$75 |
| 3D/4D Graphics | \$45 to \$50 |

LA COSTA CONSULTING GROUP

| | |
|--|--------------|
| Managing Director | \$85 to \$95 |
| Manager-Modeler and Market Planner | \$70 to \$80 |
| Sr. Analyst – Data, Schedules and Analysis | \$45 to \$55 |
| Clerical | \$20 to \$35 |

END OF APPENDIX B.1