

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

Modification No. 2

This Modification is made this 1st day of March 2025 in the City and County of San Francisco, State of California, by and between: West Field Consultants, a Joint Venture, a joint venture between WSP USA Inc., and AGS, Inc., 425 Market Street, 17th Floor, San Francisco, CA 94105 (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 entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) for Project Management Support Services for the Cargo Building 720.1 and GSE Building 742 Project; and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On February 6, 2024, by Resolution No. 24-0017, the Commission awarded this Agreement to the Contractor for a term of one (1) year with a not-to-exceed amount of \$3,000,000 and four one-year options to extend the term; and
- D. On October 1, 2024, City and Contractor administratively modified the Agreement to update standard contractual clauses and update overhead rates through Modification No. 1; and
- E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, extend the term of the Agreement, and direct the Commission Secretary to seek Board of Supervisors approval; and
- F. On December 17, 2024, by Resolution No. 24-0265, the Commission approved Modification No. 2, increasing the contract amount by \$10,000,000 for a new total contract amount not to exceed \$13,000,000, exercising each of the four one-year options to extend the term of the Agreement for services for four additional years, and directing the Commission Secretary to seek Board of Supervisors approval of Modification No. 2; and
- G. On (*DATE*), by Resolution No. (*BOS RESO #*), the Board of Supervisors approved this Modification No. 2 under San Francisco Charter Section 9.118(b), authorizing an increase to the contract amount of \$10,000,000 for a new total not-to-exceed amount of \$13,000,000; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46560 -22/23 on July 17, 2023; and
- I. Contractor represents and warrants that it is qualified to perform the services required by the 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 April 11, 2024, and Modification No.1 dated October 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 2.1 Term** is hereby amended to indicate that the term commenced on **May 2, 2024**, and will expire on **May 1, 2029**, unless earlier terminated as otherwise provided in this Agreement.

3. **Article 3. Financial Matters, 3.3. Compensation, Section 3.3.1 Calculation of Charges** is hereby amended to increase the total compensation payable by Ten Million Dollars (**\$10,000,000**) for a new total not-to-exceed amount of Thirteen Million Dollars (**\$13,000,000**).

4. **Paragraph 3.1 of Appendix B, Calculation of Charges**, is replaced in its entirety with the following:

3.1 Direct Labor Rates and Direct Labor Rate Adjustments

- a. Salaried personnel shall be paid a maximum of 40 hours per week with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a 40-hour week. Contractor shall provide copies of signed timecards or other verifiable time records showing all assigned projects and the shared calculation.
- b. The approved direct labor rate ranges stated in Paragraph 3.5 below shall be in effect for the duration of the Agreement unless modified at the Airport’s sole discretion. Any changes to the direct labor rate ranges must be approved by the Airport and included in a written modification to the Agreement.
- c. 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-Hayward, 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 rate adjustment is approved by the Airport, 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.
- d. No other adjustments will be allowed unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

5. **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.2 Overhead Rates** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3.2 Overhead Rates** are as follows:

CONTRACTOR	HOME OFFICE OVERHEAD RATE	FIELD OFFICE OVERHEAD RATE
West Field Consultants, a JV:		
WSP USA, Inc.	140.03%	104.23%
AGS, Inc.	160%	145%

APPROVED FIRST-TIER SUBCONTRACTORS	HOME OFFICE OVERHEAD RATE	FIELD OFFICE OVERHEAD RATE
Chaves & Associates	N/A	145%
Edgar Lopez and Associates, LLC	160%	145%
John Imhoff Architects	160%	145%
LDA Architects, Inc.	139.79%	139.79%
M Lee Corporation	128.80%	128.80%
OrgMetrics LLC	N/A	N/A
RES Engineers, Inc.	N/A	145%
Empowered Solutions LLC, DBA Veregy LLC	160%	145%

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

7. **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 AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	CONTRACTOR
By: _____ Mike Nakornkhet, Airport Director	_____ Authorized Signature
Attest:	_____ Printed Name
By _____ Kantrice Ogletree, Secretary Airport Commission	_____ Title
Resolution No:	_____ Authorized Signature
Adopted on:	_____ Printed Name
Approved as to Form:	_____ Title
David Chiu City Attorney	West Field Consultant, a Joint Venture 425 Market Street, 17 th Floor San Francisco, CA 94105 925-765-3225
By _____ Daniel A. Edington, Deputy City Attorney	City Supplier Number: 0000054420 Federal Employer ID Number: 93-4566000