

CITY AND COUNTY OF SAN FRANCISCO

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

Date Change Only

Department: 27 Airport Commission		Controller No.: DPAC14000161
*	Department Contact: REUBEN HALILI	Tel. No: (650) 821-7803
Dept./Div./Sec.	Fund Group/Fd/	Date: 04/17/2014 Page <u>1</u> of <u>1</u>
Comm./Svc. Codes 7250-40	Vendor No. 89785-01	Job No: CT 9185.9
Period Covered: ONE YEAR FROM JULY 08, 2013		Amount: \$0.00

FOR THE PURPOSE OF: SECOND AMENDMENT FOR SFIA CONTRACT NO. 9185.9 TO PERFORM TERMINAL 1/BOARDING AREA B REDEVELOPMENT PROGRAM MANAGEMENT SUPPORT SERVICES IN AN ESTIMATED AMOUNT OF \$32 MILLION OVER THE NEXT TEN YEARS, SUBJECT TO APPROVAL BY THE SAN FRANCISCO BOARD OF SUPERVISORS, AND THE TOTAL FEE FOR THE FIRST YEAR OF SERVICES UNDER THE CONTRACT SHALL NOT EXCEED \$4,453,178.00. THIS AMENDMENT IS TO MODIFY SOME BASE LABOR RATES AS SHOWN ON THE APPENDIX B.2.

TOTAL CERTIFIED CONTRACT AMOUNT \$3,120,000.00

PSC NO: 4048-12/13 - \$40 MILLION
PSC FORM 2 - \$4,500,000 FOR FY14 (7/1/13-6/30/14)
BOARD OF SUPERVISOR APPROVAL NO. 187-13

CONTRACT PERIOD: ONE YEAR FROM THE NOTICE TO PROCEED DATE (JULY 08, 2013) WITH THE OPTION FOR NINE (9) ADDITIONAL ONE-YEAR EXTENSIONS FOR A TOTAL TERM OF TEN (10) YEARS


CONTRACT AWARD: \$32 MILLION OVER THE NEXT 10 YEARS AND \$4,453,178.00 FOR THE FIRST YEAR OF SERVICE PER COMMISSION RESOLUTION NO. 13-0087

Insurance Required	Parsons Transportation	The Allen Group	EPC Consultants
Worker's Comp.	\$1M-1/1/15	\$1M-9/1/14	\$1M-5/5/14
Comp. Gen. Liab.	\$1.5M-1/1/15	\$1M-9/8/14	\$1M-5/5/14
Automobile	\$1M-1/1/15	\$1M-9/8/14	\$1M-5/5/14
Professional Liability	\$1.5M-1/1/15	\$2M-2/1/15	\$5M-5/5/14
Excess Liability	\$5M-1/1/15	\$4M - 9/8/14	\$8M-5/5/14
Excess Prof. Liability	N/A	\$3M-2/1/15	N/A

MAIL INVOICE TO: REUBEN HALILI

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

RECOMMENDED AND APPROVED

By:	JOHN L. MARTIN Airport Director 	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date APR 17 2014
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Ln	Document		Amount	Index Code	Sub-Object	Grant Code	Project	
	Number	Sfx.					Project	Detail
			\$0.00					

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

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **February 21, 2014**, 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 add required subcontractors and to adjust base labor rates as shown on Appendix B.2; 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

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, as amended by the:

First Amendment, dated August 26, 2013

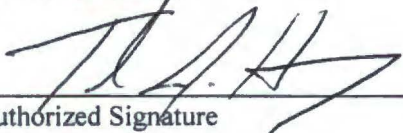

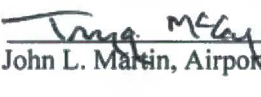
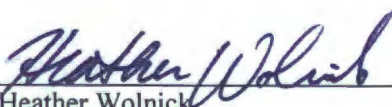

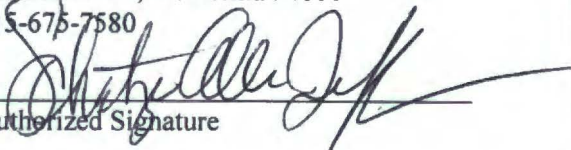
b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Section 5. Compensation is hereby amended to add new subcontractors and modify some base labor rates as shown on the attached Appendix B.2 attached to this first amendment.

3. Effective Date. Each of the modifications set forth in Section 1 shall be effective on and after February 21, 2014.

4. 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	Thomas J. Haag Vice President 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.2, Calculation of Charges

**APPENDIX B.2
CALCULATION OF CHARGES**

This Appendix B.2 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

1. Billing 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 G below plus indirect cost. Indirect cost rates for each team member shall be as follows:

COMPANY	FAR Compliant Home Office Overhead	FAR Compliant Field Office Overhead
Faithful + Gould	150%	N/A
Swanson Rink	150%	N/A

2. No Changes
3. No Changes

E. FEE

No Changes

F. OTHER DIRECT COST

No Changes

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

POSITION	RATE RANGE
SUPPORT POSITIONS Design Manager	\$70 to \$80

Safety Manager \$65 to \$75

FAITHFUL + GOULD

Project Director \$70 to \$85
Project Manager \$60 to \$80
Asst. Project Manager \$55 to \$66
Project Controls Manager \$65 to \$75
Project Controls Engineer \$45 to \$55
Sr. Scheduler \$59 to \$65
Scheduler \$45 to \$55
Cost Control Specialist \$55 to \$80
Project Assistant \$25 to \$35
ePM Solutions Architect \$60 to \$75
BP Consultant \$50 to \$65
Technical Lead \$50 to \$65
Technical Specialist \$45 to \$65

SWANSON RINK

Project Director Technical \$57 to \$72
Project Director Administration \$57 to \$72
Director of Information Systems \$52 to \$55
Sustainable Design Coordinator \$34 to \$37
Project Manager \$35 to \$48
Engineer 3 \$37 to \$39
Engineer 2 \$34 to \$36
Engineer 1 \$27 to \$30
Technical Assistant \$21 to \$23
CAD Operator \$23 to \$28

END OF APPENDIX B.2