

Original

CONTRACT ORDER

Modification - Increase

CONTRACT WITH:

- Decrease

**T1 PARTNERS, A JOINT VENTURE OF PARSONS
TRANSPORTATION GROUP, INC., THE ALLEN GROUP,
LLC. AND EPC CONSULTANTS, INC.**

Others

50 FREMONT STREET, SUITE 1500
SAN FRANCISCO, CA 94105

Department: 27 Airport Commission		Controller No.: DPAC14000161 (FAMIS) 0000052365 (PS) 0000132968 (PS)
Department Contact: SUZANNE CULIN		Tel. No: (650) 821-7893
PS CONTRACT ID : 1000006149		Date: 03/15/2018 Page <u>1</u> of <u>1</u>
* Category Codes 96156	Supplier No. 0000010036	Job No: CT 9185.9
Period Covered: FROM 07/08/2013 TO 07/07/2018		Amount: \$830,000.00

**FOR THE PURPOSE OF: MODIFICATION NO. 09 AND ADDITIONAL ENCUMBRANCE FOR SFIA
CONTRACT NO. 9185.9**

TO PERFORM TERMINAL 1/BOARDING AREA B REDEVELOPMENT PROGRAM MANAGEMENT SUPPORT SERVICES FOR A NOT-TO-EXCEED CONTRACT AMOUNT OF \$28,261,000. MODIFICATION NO. 09 AMENDS THE TERMS AND CONDITIONS AND SUPPLEMENTAL APPRNDIX B.5 OF THE AGREEMENT ADMINISTRATIVELY.

PREVIOUS ENCUMBRANCE	\$22,419,309.27	(DPAC14000161)
PREVIOUS ENCUMBRANCE	1,308,447.73	(PS-0000052365)
PREVIOUS ENCUMBRANCE	1,490,000.00	(PS-0000132968)
THIS ENCUMBRANCE	830,000.00	(PS-0000132968)
TOTAL CERTIFIED CONTRACT AMOUNT	\$26,047,757.00	

PSC NO: 4048-12/13 - \$40 MILLION
PSC FORM 2 - \$27,994,000
BOARD OF SUPERVISOR APPROVAL NO. 187-13

CONTRACT PERIOD: 07/08/2013 – 07/07/2018 WITH THE OPTION OF ADDITIONAL ONE-YEAR EXTENSIONS FOR A TOTAL TERM OF TEN (10) YEARS

CONTRACT AWARD: \$32 MILLION OVER THE NEXT 10 YEARS;
\$4,453,178.00 FOR THE FIRST YEAR OF SERVICE PER COMMISSION RESOLUTION NO. 13-0087;
\$7,807,579.00 FOR YEAR 2 SERVICES PER COMMISSION RESOLUTION NO. 14-0067;
\$7,500,000.00 FOR YEAR 3 SERVICES PER COMMISSION RESOLUTION NO. 15-0142, AND
\$3,967,000.00 FOR YEAR 4 SERVICES PER COMMISSION RESOLUTION NO. 16-0174.
\$4,533,243.00 FOR YEAR 5 SERVICES PER COMMISSION RESOLUTION NO. 17-0124

Insurance Required	Parsons Transportation	The Allen Group	EPC Consultants
Worker's Comp.	\$1M-1/1/19	\$1M-9/1/18	\$1M-5/5/18
Comp. Gen. Liab.	\$2M-1/1/19	\$1M-9/8/18	\$1M-5/5/18
Automobile	\$1M-1/1/19	\$1M-9/8/18	\$1M-5/5/18
Professional Liability	\$5M-1/1/19	\$5M-2/1/19	\$5M-5/5/18
Excess Liability	\$5M-1/1/19	\$4M-9/8/18	\$9M-5/5/18

MAIL INVOICE TO: SUZANNE CULIN

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

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

**Modification No. 9
Contract No. 9185.9
Program Management Support Services for
Terminal 1/Boarding Area B Redevelopment**

THIS MODIFICATION (this "Modification") is made as of **October 1, 2017**, 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, on April 16, 2013, by Resolution Number 13-0087, the Commission awarded this Agreement to the Contractor in the amount of \$4,453,178 for the first year of services; and

WHEREAS, the First and Second Amendments incorporated administrative changes, including new labor and overhead rates and new subconsultants; and

WHEREAS, on April 22, 2014, by Resolution Number 14-0067, the Commission approved the Third Amendment to the Agreement, increasing the contract not-to-exceed amount to \$12,260,757, and extending the Agreement through July 7, 2015; and

WHEREAS, the Fourth Modification incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services; and

WHEREAS, on July 7, 2015, by Resolution Number 15-0142, the Commission approved the Fifth Modification to the Agreement, increasing the contract not-to-exceed amount to \$19,760,757, extending the Agreement through July 7, 2016. The Fifth Modification also incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services; and

WHEREAS, on June 1, 2016, by Resolution Number 16-0174, the Commission approved the Sixth Modification to the Agreement, increasing the contract not-to-exceed amount to \$23,727,757, and extending the Agreement through July 7, 2017. The Sixth Modification, as drafted only increased the not-to-exceed amount to \$23,460,757, updated standard contractual clauses, and modified the base labor and overhead rates; and

WHEREAS, the Seventh Modification incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services. The Seventh Modification also added the remaining \$267,000 to the contract, approved by the Commission Resolution Number 16-0174; and

WHEREAS, on June 6, 2017 by Resolution No. 17-0124, the Commission approved the Eighth Modification to the Agreement, increasing the contract amount by \$4,533,243, for a not-to-exceed total contract amount of \$28,261,000 and to extend the term of the contract through July 7, 2018. The Eighth Modification also incorporated administrative changes, including changes to labor and overhead rates; and

WHEREAS, City and Contractor desire to administratively modify the Agreement through this Ninth Modification on the terms and conditions set forth herein to amend Supplemental Appendix B.5, Calculation of Charges to adjust the overhead and labor rates; 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 Agreement; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number PSC #4048 -12/13 on April 3, 2017; 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 April 16, 2013 between Contractor and City, as amended by the:

- First Amendment, dated August 26, 2013
- Second Amendment, dated February 21, 2014
- Third Amendment, dated July 8, 2014
- Fourth Modification, dated February 18, 2015
- Fifth Modification, dated July 7, 2015
- Sixth Modification, dated June 1, 2016
- Seventh Modification, dated July 7, 2016
- Eighth Modification, dated June 6, 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 65. Federal Non-Discrimination Provisions are hereby replaced in its entirety to read as follows:

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:

a. 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.

b. 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.

c. 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.

d. **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.

e. **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:

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

f. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 65.a through 65.f 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.

g. **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 regulation at 28 CFR Parts 31 and 35;

- 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.*).

3. Supplemental Appendix B.5 Calculation of Charges, is hereby amended as follows:

1. **Direct Salary Rate and Direct Salary Rate Adjustment**, Paragraph C.2 is deleted in its entirety and replaced with the following:
 2. The approved fully-burdened labor rates stated in Paragraph G 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.
2. The overhead rates contained in **Paragraph D.1 Billing Rates** of Supplemental Appendix B.5, Calculation of Charges, are deleted in their entirety and replaced with the following:

COMPANY	FAR Compliant Home Office Overhead	FAR Compliant Field Office Overhead
Parsons Transportation Group, Inc.	123.78%	93.25%
The Allen Group	119.39%	100.90%
EPC Consultants	115.68%	105.39%
AE3 Partners	148.51%	124.91%
Chaves and Associates	145%	145%
M Lee Corporation	136.5%	117.2%
Robin Chiang and Company	125%	115%

Saylor Consulting Group	125%	115%
Molly Duggan Associates	NA	115% (not FAR)
La Costa Consulting Group	125%	115%
Futterman Consulting, Inc. (sole proprietor)	125% (not FAR)	N/A
Faithful + Gould	125%	N/A
Swanson Rink	150%	N/A
TRANSSOLUTIONS	150%	N/A
First Circle Design	160%	135%

3. Paragraph G is deleted in its entirety and replaced with the following:

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

3D/4D Graphics	\$47.52 - \$56.54
Administrative Assistant	\$64.04 (fully burdened rate)
Administrative Assistant/Clerk	\$15.50 - \$22.41
Aircraft Systems	\$52.68 - \$73.65
Analyst	\$72.31 - \$82.19 (fully burdened rate)
Associate	\$82.64 - \$90.73 (fully burdened rate)
Asst. Project Manager	\$57.85 - \$72.58
Aviation Planning/Liaison	\$144.62 - \$156.91 (fully burdened rate)
BIM/CADD/Graphics Drafter	\$26.86 - \$44.83
BP Consultant	\$52.68 - \$71.51
Branding	\$89.87 - \$111.01
Business Process Analyst	\$69.21 - \$84.33
CAD Operator	\$24.79 - \$32.02
Chief Estimator	\$77.48 - \$84.33
Chief Scheduler	\$77.48 - \$84.33
Clerical	\$20.66 - \$40.56
Communication Strategies	\$89.87 - \$111.01
Construction Coordinator (Area Coordination)	\$69.21 - \$89.66
Contracts Coordinator	\$45.45 - \$55.51
Contracts Manager	\$47.52 - \$60.84
Cost Control Specialist	\$57.85 - \$89.66
Deputy Program Manager	\$91.94 - \$106.74
Design Manager	\$74.38 - \$93.00
Designer and Project Coordinator	\$176.13 (fully burdened rate)
Digital and Print Media Development	\$42.35 - \$61.91
Director	\$137.70 (fully burdened rate)
Director of Information Systems	\$54.75 - \$61.91
Document Control Clerk	\$20.66 - \$39.49
Document Control Manager	\$29.96 - \$53.37
Document Control Specialist	\$29.96 - \$52.31
Engineer I	\$28.92 - \$34.16





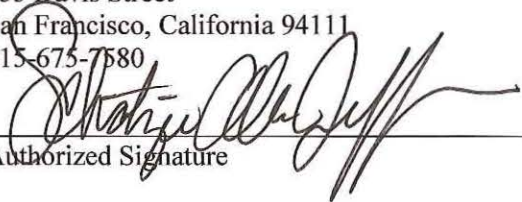
Engineer 2	\$36.16 - \$40.56
Engineer 3	\$39.25 - \$43.76
ePM Solutions Architect	\$63.01 - \$82.19
Estimator	\$47.52 - \$66.18
Field Engineer & Inspector	\$32.02 - \$61.91
Lead Design	\$186.80 (fully burdened rate)
Lead Electrical Engineer	\$47.52 - \$80.06
Lead Estimator	\$77.48 - \$84.33
Lead Scheduler	\$77.48 - \$84.33
Manager-Modeler and Market Planner	\$74.38 - \$89.66
Managing Associate	\$116.73 - \$134.49 (fully burdened rate)
Managing Director	\$89.87 - \$105.68
Managing Principal	\$232.69 (fully burdened rate)
MEP Engineer	\$47.52 - \$73.65
MIS/IT/Systems Manager/Systems	\$69.21 - \$84.33
Office Engineer/Administration	\$20.66 - \$48.04
Permit Coordinator	\$29.96 - \$53.37
Principal Designer	\$69.21 - \$75.00
Program Construction Coordinator	\$69.21 - \$99.27
Program Controls Manager	\$227.33 (fully burdened rate)
Program Management Advisor	\$121.89 - \$139.83
Program Management Advisor	\$260.44 (fully burdened rate)
Program Planner	\$74.38 - \$118.48
Program Safety Auditor	\$52.68 - \$73.65
Program Special/Security Systems Manager	\$69.21 - \$84.33
Program Support Planner	\$61.98 - \$72.58
Program Support Sustainability	\$56.82 - \$66.18
Program Sustainability Manager	\$69.21 - \$84.33
Project Assistant	\$26.86 - \$38.43
Project Controls Engineer	\$47.52 - \$61.91
Project Controls Manager	\$69.21 - \$82.19
Project Director Administration	\$59.91 - \$81.12
Project Director Technical	\$59.91 - \$81.12
Project Director	\$74.38 - \$92.86
Project Manager	\$37.19 - \$87.53
Project Manager/Principal	\$213.48 (fully burdened rate)
Project/ Senior Designer	\$35.00 - \$69.00
QA/QC Manager	\$57.85 - \$73.65
QRT Leader(s)	\$52.68 - \$67.25
Safety Manager	\$69.21 - \$84.33
Scheduler	\$47.52 - \$69.39
Senior Administrative Assistant	\$22.00 - \$38.00

Senior Analyst – Data, Schedules and Analysis	\$47.52 - \$61.91
Senior Associate	\$90.90 - \$113.15 (fully burdened rate)
Senior Civil Estimator	\$63.01 - \$73.65
Senior Electrical Estimator	\$69.21 - \$80.06
Senior Estimator	\$61.98 - \$73.65
Senior Mechanical Estimator	\$69.21 - \$80.06
Senior MEP Estimator	\$69.21 - \$80.06
Senior Office Engineer	\$53.72 - \$67.25
Senior Scheduler	\$57.85 - \$84.33
Senior Technical Advisor	\$280.73 (fully burdened rate)
Site Infrastructure Utilities Coordinator	\$57.85 - \$82.19
Structural/Seismic Engineer	\$47.52 - \$80.06
Sustainable Design Coordinator	\$36.16 - \$42.70
Technical Assistant	\$22.73 - \$26.69
Technical Lead	\$52.68 - \$71.51
Technical Specialist	\$47.52 - \$71.51
Technology Planning	\$52.68 - \$84.33
Tenant Coordinator	\$92.97 - \$108.88
Terminal Space Planner	\$52.68 - \$73.65
Vice President	\$150.82 – \$220.95 (fully burdened rate)
Website Development	\$47.52 - \$56.75

4. Effective Date. Each of the changes set forth herein shall be effective on and after the date of this Modification.

5. 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 Perfecto M. Solis Senior Vice President – Americas Aviation Division Managing Partner of T1 Partners, Joint Venture
Approved as to Form: Dennis J. Herrera City Attorney	Parsons Transportation Group, Inc. 1301 W. President George Bush Highway, Suite 350 Richardson Texas 75080 469-688-2435
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 188 Embarcadero, Suite 460 San Francisco, California 94105 415-538-1830
	Supplier ID: 0000010036
	Federal Employer ID Number: 38-3896477