

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

**Modification No. 11
Contract No. 9185.9
Program Management Support Services for
Terminal 1/Boarding Area B Redevelopment**

THIS MODIFICATION (this "Modification") is made as of **August 1, 2018**, 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, the Ninth Modification incorporated administrative changes, adjusting the overhead and labor rates and updating standard contractual clauses; and

WHEREAS, on June 5, 2018, by Resolution No. 18-0163, the Commission approved the Tenth Modification to the Agreement, increasing the contract amount by \$2,389,000, for a not-to-exceed total contract amount of \$30,650,000, and extending the term of the contract through July 7, 2019. The Tenth Modification also incorporated administrative changes, including amending Supplemental Appendix B.5, Calculation of Charges to adjust the overhead and labor rates; and

WHEREAS, City and Contractor desire to administratively modify the Agreement through this Eleventh Modification on the terms and conditions set forth herein to amend Supplemental Appendix B.5, Calculation of Charges, to adjust the overhead 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 November 19, 2012; 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
- Ninth Modification, dated October 1, 2017
- Tenth Modification, dated June 5, 2018

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

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

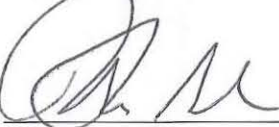
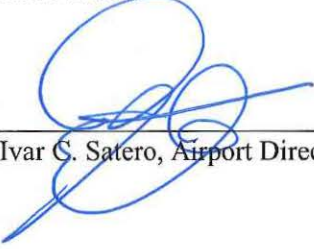



1. The overhead rates contained in **Paragraph D.1 Billing Rates** of Supplemental Appendix B.5, Calculation of Charges, are deleted in their entirety and replaced with the following:

| COMPANY | FAR Compliant Home Office Overhead | FAR Compliant Field Office Overhead |
|--|------------------------------------|-------------------------------------|
| Parsons Transportation Group, Inc. | 121.10% <i>RD</i> | 86.60% |
| The Allen Group | 125.43% | 105.04% |
| 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. **Effective Date.** Each of the changes set forth herein shall be effective on and after the date of this Modification.

4. **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 |
| Approved as to Form: Dennis J. Herrera City Attorney | Perfecto M. Solis Senior Vice President – Americas Aviation Division Managing Partner of T1 Partners, Joint Venture |
| By:  Randy Parent Deputy City Attorney | Parsons Transportation Group, Inc. 1301 W. President George Bush Highway, Suite 350 Richardson Texas 75080 469-688-2435 |
| |  |
| | 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 |