

**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 **April 1, 2014** in San Francisco, California, by and between **FSP PPM Management, LLC** ("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 10-0228 on July 6, 2010 which authorized the award of said Agreement for the period of January 1, 2011 through June 30, 2013, for a not-to-exceed amount of \$10,450,000, with three (3) one-year options to renew at the sole and absolute discretion of the Commission; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the agreement, increase the contract amount, and modify specific terms of the agreement; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. 548-10, adopted November 16, 2010, approved the contract to Consultant; and

WHEREAS, the Commission approved the First Amendment pursuant to Resolution Number 13-0005 on January 15, 2013 to increase the contract by a not-to-exceed amount of \$15,067,000, and exercise the first one-year option; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. 175-13, adopted June 4, 2013, approved the first one-year option to Consultant; and

WHEREAS, the Commission approved the Second Amendment pursuant to Resolution Number 14-0028 on February 18, 2014 to increase the not-to-exceed amount by \$19,861,000, and exercise the second one-year option; and

WHEREAS, pursuant to San Francisco Charter Section 9.118, the Board of Supervisors by its Resolution No. _____, adopted _____, 2014, approved the second one-year option to Consultant; and

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4100-09/10 on March 15, 2010; and

WHEREAS, the Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; 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 October 1, 2010 between Contractor and City, as amended by the:

First Amendment dated April 1, 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 3. Term of the Agreement is hereby amended to extend the term of the contract for an additional year for a new ending date of June 30, 2015.

3. Section 6.1(c). Compensation – Invoicing and Payments of the Agreement is hereby replaced in its entirety to read as follows:

Payments shall be made by City to Contractor at the following address:

ABM Parking Services
1150 S. Olive St., 19th Floor
Los Angeles, CA 90015
ATTN: Bertha Ibarra

4. Section 6.6. Compensation – The compensation is hereby amended to increase the total compensation payable by an amount not to exceed **\$4,794,000** for the period from July 1, 2014 through June 30, 2015 for a new total not to exceed amount of **\$19,861,000**.

5. Section 26. Notices to the Parties is hereby replaced in its entirety to read as follows:

26. Notices to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by e-mail, and shall be addressed as follows:

To City: Daniel J. Pino,
Senior Transportation Planner
Landside Operations.
SFIA
PO Box 8097
San Francisco, CA 94128-8097,
E-Mail: Daniel.Pino@flysfo.com,
Fax: (650) 821-6508

To Contractor: D. Scott Hutchison
Vice President, ABM
FSP PPM Management, LLC.
45 East Broadway
Salt Lake City, UT 84111
Email: SHutchison@abm.com
Fax: (866) 349-0516

And

Sam Tadesse
FSP PPM Management, LLC
465 California Street, Suite 473
San Francisco, CA 94104
Email: stadesse@pacificparkonline.com
Fax: (415) 434-4455

Any notice of default must be sent by registered mail.

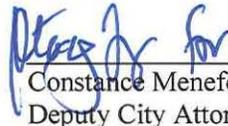
6. Appendix B. Calculation of Charges is hereby amended to increase the total compensation payable by an amount not to exceed **\$4,794,000** for the Fiscal Year 2014-2015 commencing July 1, 2014 for a new total compensation payable in an amount not to exceed **\$19,861,000** and to add the attached Supplemental Calculation of Charges for the one-year option period:

Appendix B-1/Annual Cost Proposal Summary – FY 14-15 Supplement
Appendix B-2/ Management Fee & Other Direct Cost Schedule Summary – FY 14-15 Supplement
Appendix B-3/ Hourly Salary Ranges Summary – FY 14-15 Supplement
Appendix B-4/ Cost Proposal Summary – Shared Ride Van Curb Coordination – FY 14-15 Supplement

7. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2014**.

8. 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 AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	CONTRACTOR
By: _____ John L. Martin, Airport Director	 Authorized Signature
Attest:	D. Scott Hutchison Printed Name
By _____ Jean Caramatti, Secretary Airport Commission	Vice President & COO Title
Resolution No: <u>14-0028</u>	FSP PPM Management, LLC Company Name
Adopted on: <u>February 18, 2014</u>	80706 City Vendor Number
Approved as to Form: Dennis J. Herrera City Attorney	465 California Street, Suite 473 Address San Francisco, CA 94104
By  _____ Constance Menefee Deputy City Attorney	City, State, ZIP 415 - 434 - 4400 Telephone Number
	27-3597718 Federal Employer ID Number

**APPENDIX B-1
Calculation of Charges
FY 14-15 Supplement**

Contractor shall be paid an amount not to exceed that stated in the attached Annual Cost Proposal submitted by Contractor and approved by Director for the first year of this Agreement. Any changes to the Annual Cost Proposal require the written approval of Director or his designee.

Included as follows in Appendix B-1 - FY 14-15 Supplement are the following:

Appendix B-1/Annual Cost Proposal Summary – FY 14-15 Supplement

Appendix B-2/ Management Fee & Other Direct Cost Schedule Summary – FY 14-15 Supplement

Appendix B-3/ Hourly Salary Ranges Summary – FY 14-15 Supplement

Appendix B-4/ Cost Proposal Summary – Shared Ride Van Curb Coordination – FY 14-15 Supplement

APPENDIX B-1/Annual Cost Proposal Summary-FY 14-15 Supplement
Annual Cost Proposal Summary- Total Airport Funded Program (T1, T2, T3 and ITB Operations) SEPARATE ZONES AT T1 & T3
CURBSIDE MANAGEMENT PROGRAM-July 1, 2014 to June 30, 2015

Direct Labor Costs	Projected Period Hours	Hourly Rates		Period Costs	Total Period Costs
		July - Dec ^	Jan. - June ~		
<u>Program Staff - Classification</u>					
1. Curbside Managers	7,380 x	\$30.00	\$31.50	= \$ 226,935.00	
2. Taxi Supervisors	8,467 x	\$22.97	\$23.66	= \$ 197,404.29	
3. Limo/Van Supervisors	8,467 x	\$20.75	\$21.58	= \$ 179,204.06	
4. Taxi Dispatchers	64,098 x	\$19.80	\$20.39	= \$ 1,288,169.47	
5. Van Coordinator	0 x	\$16.23	\$16.88	= \$ -	
6. Limo Monitor	3,395 x	\$16.23	\$16.88	= \$ 56,205.23	
7. Smartcard Administrative Asst.	5,069 x	\$21.00	\$21.00	= \$ 106,449.00	
8. Cashier Supervisor (30 Day Max.)	524 x	\$26.43	\$26.43	= \$ 13,849.32	
9. Taxi Cashiers (30 Day Max.)	2,160 x	\$22.95	\$22.95	= \$ 49,572.00	
10. Assistant General Manager	2,084 x	\$33.65	\$33.65	= \$ 70,126.60	
				Subtotal	\$ 2,187,915
Fringe Benefits					
<u>Payroll Taxes</u>					
FICA				\$ 212,362.00	
FUTA				\$ 26,545.25	
SUI				\$ 185,816.75	
Health Insurance				\$ 408,000.00	
Disability Insurance				\$ -	
Life/Accident Insurance				\$ 7,440.00	
Compensated Leave				\$ 466,610.00	
Pension				\$ 155,982.97	
				Subtotal	\$ 1,462,757
Premiums- Airport Funded Program Only					
Other Direct Costs			Subtotal	\$	389,465
Management Fee			Subtotal	\$	753,863
			Total Airport Funded Proposal	\$	4,794,000

^ Contract must be renewed.

~ New Union contract starts January 1, 2014

**APPENDIX B-2/Management Fee & Other Direct Cost Schedule Summary - FY 14-15 Supplement
Total Airport Funded Program (T1, T2, T3 and ITB Operations) SEPARATE ZONES AT T1 & T3
CURBSIDE MANAGEMENT PROGRAM-July 1, 2014 to June 30, 2015**

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Salaries- Curbside Management Program On-Site Management Staff

		Period Fee Componets
1 General Manager	\$ 95,000.00	
2	\$ -	
3	\$ -	
4	\$ -	
	Subtotal	\$ 95,000.00

Fringe Benefits- Curbside Management Program On-Site Management Staff

Pavroll Taxes

FICA	\$ 7,267.50	
FUTA	\$ 760.00	
SUI	\$ 5,890.00	
Health Insurance	\$ 5,483.88	
Disability Insurance	\$ -	
Life/Accident Insurance	\$ 330.00	
Compensated Leave	\$ -	
Pension	\$ 2,850.00	
	Subtotal	\$ 22,581.38

Required Insurance

Workers Compensation - Airport Funded	\$ 122,543.40	
Workers Compensation - Van Coordinators	\$ 75,763.80	
Commercial General Liability* (includes Van Budget Costs)	\$ 13,030.50	
Business Auto Liability* (includes Van Budget Costs)	\$ 8,832.60	
	Subtotal	\$ 220,170.30

Overhead & Profit ^

Overhead & Profit- Van Operations	\$ 153,438.11
Overhead & Profit- Airport Funded	\$ 262,673.29

TOTAL Calculated ANNUAL MANAGEMENT FEE \$ 753,863.07

^ Profit reduced to 6% per the contract

**APPENDIX B-2/Management Fee & Other Direct Cost Schedule Summary - FY 14-15 Supplement
(T1, T2, T3 and ITB Operations) SEPARATE ZONES AT T1 & T3
CURBSIDE MANAGEMENT PROGRAM-July 1, 2014 to June 30, 2015**

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Other Direct Costs- Itemized List

Airport ID Badges (1)	\$	1,500.00
Fingerprints	\$	500.00
Background investigations	\$	2,500.00
Broadband Internet Connection (1)	\$	500.00
Business Reply Postage Fees-Customer Feedback Cards	\$	100.00
Computer Software	\$	300.00
Fax Line (1)	\$	400.00
Materials & Supplies (Includes Computer Consumables)	\$	11,700.00
Name Badges (1)	\$	500.00
Office Equipment	\$	1,200.00
Postage (1)	\$	400.00
Radio Equipment and Service/Maintenance Agreement	\$	5,100.00
Recruitment (Excluding Management Staff)	\$	3,300.00
Telephone Equipment & Service (1)	\$	700.00
Telephone Voice Mail	\$	1,000.00
Cellular phones (4)	\$	11,300.00
Ticket/Form Printing (Excluding Letterhead/ Business Cards) (1)	\$	27,600.00
Uniform Purchase, Rental & Cleaning (Line & Supervisory Staff Only)(1)	\$	14,514.50
Vehicle Leases	\$	6,000.00
Vehicle Operating and Maintenance Costs (Except Insurance)	\$	6,400.00
Service Incentive Program (1)	\$	750.00
Professional Services	\$	5,000.00
Mystery Shopper Exp	\$	21,000.00
Cubic Contract	\$	35,000.00
Ventek Contract	\$	26,200.00
GTMS System		
Other Costs Not Specifically Excluded by the Contract (Itemize Cost in the Backup Documents)	\$	106,000.00
Other Outside Services (Itemize Costs in the Backup Documents)	\$	-
TOTAL OTHER DIRECT COSTS:	\$	389,464.50

Notes:

(1) Reimbursements are limited. See RFP for additional details.

* Given the significance of the Mystery Shop Program we have added a line item in the budget.

**APPENDIX B-3/ Hourly Salary Ranges Summary - FY 14-15 Supplement
 Labor Rate Per Unit Cost Summary - Total Airport Funded Program +
 Door-to-Door Van Operator Funded Program T1, T2, T3 and ITB Operations
 SEPARATE ZONES AT T1 & T3
 CURBSIDE MANAGEMENT PROGRAM-July 1, 2014 to June 30, 2015**

<u>Management Position</u>	<u>Rate (1) (2)</u>		<u>Basis</u>	<u>OT Status</u>
	July - Dec	Jan. - June		
1. General Manager	\$ 47.04	\$ 47.04	Salary	Exempt
<u>Staff Position</u>				
1. Curbside Managers	\$ 30.00	\$ 31.50	Salary	Exempt
2. Taxi Supervisors	\$ 22.97	\$ 23.66	Hourly	Non-Exempt
3. Limo/Van Supervisors	\$ 20.75	\$ 21.58	Hourly	Non-Exempt
4. Taxi Dispatchers	\$ 19.80	\$ 20.39	Hourly	Non-Exempt
5. Van Coordinator	\$ 16.23	\$ 16.88	Hourly	Non-Exempt
6. Limo Monitor	\$ 16.23	\$ 16.88	Hourly	Non-Exempt
7. Smartcard Administrative Asst.	\$ 21.00	\$ 21.00	Hourly	Non-Exempt
8. Cashier Supervisor (30 Day Max.) (5)	\$ 26.13	\$ 26.13	Hourly	Non-Exempt
9. Taxi Cashiers (30 Day Max.)	\$ 22.68	\$ 22.68	Hourly	Non-Exempt
10. Assistant General Manager	\$ 33.65	\$ 33.65	Salary	Exempt

NOTES

- (1) Rate for all hourly and non-exempt positions includes overtime factor and subject to collective bargaining agreements.
- (2) Rate shown is an average and can vary by seniority pursuant to collective bargaining agreements.
- (3) For OT Status, Exempt - No Overtime Paid to Employee and Non-Exempt - Eligible for Paid Overtime.
- (4) There will be new CBAs negotiated by the Contractor effective January 1, 2014 and as such the labor rates may change during the contract term and may be amended with a formal modification of the contract.
- (5) Cashier Supervisor Rate = Taxi Cashier + 15%

**APPENDIX B-4/Annual Cost Proposal Summary-Shared Ride Van Curb Coordination - FY 14-15 Supplement
4 Terms - SEPARATE ZONES AT T1 & T3
CURBSIDE MANAGEMENT PROGRAM-July 1, 2014 to June 30, 2015**

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Direct Labor	Projected Period Hours	Hourly Rates*	Period Costs	Total Period Costs
<u>Program Staff Classification</u>		July - Dec	Jan. - June	
1. Van Coordinator	94,229 x	\$ 16.23	\$ 16.88	\$ 1,559,961.10
				Subtotal:
Fringe Benefits				
<u>Payroll Taxes</u>				
FICA				\$ 151,761.69
FUTA				\$ 18,970.21
Health Ins/SUI				\$ 132,791.48
Disability Insurance				\$ 232,520.04
Life/Accident Insurance				\$ -
Compensated Leave				\$ 4,488.00
Pension				\$ 337,060.00
				\$ 61,519.25
				Subtotal:
				\$ 939,110.67
Other Direct Cost Charged to Shared Ride Van Operators (From page 2)				\$ 48,230.00
Management Fee Charged to Shared Ride Van operators, Including Overhead & Profit (Included in Airport-Funded ACP)				\$ -
Premiums-Non Airport Funded Portion Only				
<u>Required Insurance</u>				
Workers Compensation (Included in Airport-Funded ACP)				\$ -
Commercial General Liability**				\$ -
				Subtotal:
				\$ 10,000.00
				\$ 2,557,301.76

**APPENDIX B-4/ Cost Proposal Summary- Shared Ride Van Curb Coordination -FY 14-15 Supplement
(T1, T2, T3 and ITB Operations) SEPARATE ZONES AT T1 & T3
CURBSIDE MANAGEMENT PROGRAM-July 1, 2014 to June 30, 2015**

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<u>Other Direct Costs- Itemized List</u>	Period Fee Components
New Hire Training	\$ 2,756.25
Professional Development and Training	\$ 2,756.25
Service Incentive Program	\$ 1,323.00
Drug Test, Background Checks and Physicals	\$ 4,410.00
SFO ID Badges	\$ 1,653.75
Name Badges	\$ 330.75
Uniform Purchase/Rental/Cleaning	\$ 25,000.00
Radio purchase	\$ 10,000.00
	\$ -
	\$ -
TOTAL OTHER DIRECT COSTS [Charged to Shared Ride Van Operators]:	\$ 48,230.00

Notes:

(1) Reimbursements are limited. See Contract for additional details.