

**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.**

Admin Updates

50 FREMONT STREET, SUITE 1500  
SAN FRANCISCO, CA 94105

Department: 27 Airport Commission		Controller No.: 0000132968 (PS) 0000280090 (PS) 0000377052 (PS)
Department Contact: SUZANNE CULIN		Tel. No: (650) 821-7893
PS CONTRACT ID : 1000006149		Date: 10/19/2020 Page <u>1</u> of <u>1</u>
*	Category Codes 96156	Supplier No. 0000010036
Period Covered: FROM 07/08/2013 TO 07/07/2023		Job No: CT 9185.9
		Amount: \$0

**FOR THE PURPOSE OF: MODIFICATION NO. 15 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 \$38,000,000. MODIFICATION NO. 15 ADMINISTRATIVELY MODIFY THE AGREEMENT ON THE TERMS AND CONDITIONS SET FORTH HEREIN TO DELETE IN ITS ENTIRETY APPENDIX B.5, CALCULATION OF CHARGES AND REPLACE IT WITH APPENDIX B.6, CALCULATION OF CHARGES, AND UPDATE THE AGREEMENT TO MAINTAIN CONSISTENCY WITH STATUTORY, CODE, SAN FRANCISCO ORDINANCES EFFECTING CONTRACTING, AND OTHER APPLICABLE STANDARD CHANGES TO CITY CONTRACTS THAT OCCURRED SINCE EXECUTION OF THE AGREEMENT.

**PSC NO:** 4048-12/13 - \$40 MILLION  
**PSC FORM 2** - \$32,000,000  
**BOARD OF SUPERVISOR APPROVAL NO.** 187-13

PREVIOUS ENCUMBRANCE	\$22,419,309.27	(DPAC14000161)
PREVIOUS ENCUMBRANCE	1,308,447.73	(PS-0000052365)
PREVIOUS ENCUMBRANCE	4,440,000.00	(PS-0000132968)
PREVIOUS ENCUMBRANCE	1,587,716.00	(PS-0000280090)
PREVIOUS ENCUMBRANCE	2,244,526.84	(PS-0000377052)
<b>THIS ENCUMBRANCE</b>	<b>0.00</b>	<b>(PS-0000377052)</b>
TOTAL CERTIFIED CONTRACT AMOUNT	\$31,999,999.84	

**CONTRACT PERIOD:** 07/08/2013 – 07/07/2023 WITH THE OPTION OF ADDITIONAL ONE-YEAR EXTENSIONS FOR A TOTAL TERM OF TEN (10) YEARS

**CONTRACT AWARD:**

\$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,  
\$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  
\$2,389,000.00 FOR YEAR 6 SERVICES PER COMMISSION RESOLUTION NO. 18-0163  
\$1,350,000.00 PER YEAR 7 SERVICES PER COMMISSION RESOLUTION NO. 19-0143  
\$6,000,000.00 PER YEAR 8 SERVICES PER COMMISSION RESOLUTION NO. 20-0017

Insurance Required	The Allen Group	EPC Consultants
Worker's Comp.	\$1M-9/1/21	\$1M-5/5/21
Comp. Gen. Liab.	\$1M-9/1/21	\$1M-5/5/21
Automobile	\$2M-9/1/21	\$1M-5/5/21
Professional Liability	\$5M-2/1/21	\$5M-5/5/21
Excess Liability	\$4M-9/1/21	\$9M-5/5/21

**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. 15  
Contract No. 9185.9  
Program Management Support Services for  
Terminal 1/Boarding Area B Redevelopment**

THIS MODIFICATION (this "Modification") is made effective as of **June 1, 2020**, in San Francisco, California, by and between **T1 Partners, Joint Venture**, a joint venture between The Allen Group, LLC, and EPC Consultants, Inc. ("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 for the San Francisco International Airport (the "Airport" or "SFO") (as defined below); and

WHEREAS, the Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; 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, On June 11, 2013, by Resolution No. 187-13, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118(b) in an amount not to exceed \$32,000,000; and

WHEREAS, Modification Nos. 1 and 2 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 Modification No. 3 to the Agreement, increasing the contract not-to-exceed amount to \$12,260,757, and extending the Agreement through July 7, 2015; and

WHEREAS, Modification No. 4 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 Modification No. 5 to the Agreement, increasing the contract not-to-exceed amount to \$19,760,757, and extending the Agreement through July 7, 2016. Modification No. 5 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 Modification No. 6 to the Agreement, increasing the contract not-to-exceed amount to \$23,727,757, and extending the Agreement through July 7, 2017. Modification No. 6, as drafted and executed 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, Modification No. 7 incorporated administrative changes, including changes to labor and overhead rates and revision of the scope of services. Modification No. 7 also added the remaining \$267,000 to the contract, approved by the Commission through Resolution Number 16-0174 on June 1, 2016; and

WHEREAS, on June 6, 2017, by Resolution No. 17-0124, the Commission approved Modification No. 8 to the Agreement, increasing the contract amount by \$4,533,243, for a new not-to-exceed total contract amount of \$28,261,000 and extending the term of the contract through July 7, 2018. Modification No. 8 also incorporated administrative changes, including changes to labor and overhead rates; and

WHEREAS, Modification No. 9 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 Modification No. 10 to the Agreement, which increased the contract amount by \$2,389,000, for a not-to-exceed total contract amount of \$30,650,000 and extended the term of the contract through July 7, 2019. Modification No. 10 also incorporated administrative changes, including amending Supplemental Appendix B.5, Calculation of Charges to adjust the overhead and labor rates; and

WHEREAS, Modification No. 11 incorporated administrative changes adjusting the overhead rates; and

WHEREAS, on June 4, 2019, by Resolution No. 19-0143, the Commission approved Modification No. 12, which increased the contract amount by \$1,350,000, for a new not-to-exceed total contract amount of \$32,000,000, and extended the term of the contract through July 7, 2020; and

WHEREAS, Modification No. 13 administratively recognized Parsons Transportation Group, Inc.'s complete withdrawal as a member of the joint venture that is the Contractor in the Agreement; and

WHEREAS, on February 4, 2020, by Resolution No. 20-0017, the Commission approved Modification No. 14, which increased the contract amount by \$6,000,000, for a not-to-exceed total contract amount of \$38,000,000, and extended the term of the Agreement through July 7, 2023; and

WHEREAS, on May 19, 2020, by Resolution No. 234-20, the Board of Supervisors approved Modification No. 14 to the Agreement under San Francisco Charter Section 9.118; and

WHEREAS, due to the financial impacts that the Airport and City are currently experiencing as a result of the COVID-19 pandemic, City requested that all professional service contractors reduce hourly rates and fees under their contracts, which will assist in maintaining the financial feasibility of Airport's continued procurement of Services under this Agreement, of acknowledged value to Contractor; and

WHEREAS, City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to delete in its entirety Appendix B.5, Calculation of Charges and replace it with Appendix B.6, Calculation of Charges, and update the Agreement to maintain consistency with statutory, Code, San Francisco ordinances effecting contracting, and other applicable standard changes to City contracts that occurred since execution of the Agreement; and

WHEREAS, approval for this Agreement 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:

Modification No. 1, effective date August 26, 2013  
Modification No. 2, effective date February 21, 2014  
Modification No. 3, effective date July 8, 2014  
Modification No. 4, effective date February 18, 2015  
Modification No. 5, effective date July 7, 2015  
Modification No. 6, effective date June 1, 2016  
Modification No. 7, effective date July 7, 2016  
Modification No. 8, effective date June 6, 2017  
Modification No. 9, effective date October 1, 2017  
Modification No. 10, effective date June 5, 2018  
Modification No. 11, effective date August 1, 2018  
Modification No. 12, effective date June 4, 2019  
Modification No. 13, effective date January 1, 2020, and  
Modification No. 14, effective date June 1, 2020

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

**2. Section 14. Independent Contractor; Payment of Taxes and Other Expenses** is hereby deleted in its entirety and replaced with **New Section 14. Independent Contractor; Payment of Taxes and Other Expenses** to read as follows:

**14. Independent Contractor; Payment of Employment Taxes and Other Expenses.**

**a. Independent Contractor.** For the purposes of this Section 14, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing consistent with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business

days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. If City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. **Payment of Employment Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this section.

3. **Section 20. Default; Remedies** is hereby deleted in its entirety and replaced with **New Section 20. Termination for Default; Remedies** to read as follows:

20. **Termination for Default; Remedies.**

20.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

20.1.1 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8	Submitting False Claims; Monetary Penalties	30	Assignment
10	Taxes	37	Drug-free working policy
15	Insurance	53	Compliance with Laws
16	Indemnification	57	Protection of Private Information
24	Proprietary or Confidential Information of Contractor and City	71	Management of City Data and Confidential Information

20.1.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default is not cured within ten days after written notice thereof from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

- 20.1.3 Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.
- 20.1.4 A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.
- 20.2. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.
- 20.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.
- 20.4 Any notice of default must be sent by registered mail to the addresses set forth in Article 25.

**4. Section 25. Notice to the Parties,** is hereby deleted in its entirety and replaced with **New Section 25. Notices to the Parties,** to read as follows:

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

To City: Kristin Allen  
Airport Program Manager  
San Francisco International Airport  
Planning, Design & Construction  
P.O. Box 8097

San Francisco, California 94128  
Email: kristin.allen@flysfo.com

To Contractor: Steve Wang  
President  
EPC Consultants, Inc.  
235 Pine Street, Suite 1800  
San Francisco, California 94104 Email:  
swang@epcconsultants.com

Schatzie Jefferson  
President  
The Allen Group, LLC  
50 Osgood Place, #320  
San Francisco, California 94133  
Email: schatzie@the-allen-group.com

**5. Section 30 Assignment** is hereby deleted in its entirety and replaced with **New Section 30. Assignment** to read as follows:

30. **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City, and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**6. Section 33. Local Business Enterprise Utilization; Liquidated Damages** is hereby deleted in its entirety and replaced with **New Section 33. Local Business Enterprise and Non-Discrimination in Contracting Ordinance** to read as follows:

**33. Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B (“LBE Ordinance”). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall use LBE Subcontractors for at least **22%** of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor’s LBE subcontracting commitments.

**7. Section 48. Modification of Agreement** is hereby deleted in its entirety and replaced with **New Section 48. Modification of this Agreement** to read as follows:

**48. Modification of this Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 25, “Notices to the Parties,”



regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**8. Section 58. Graffiti Removal.** Not Applicable.

**9. Section 71. Management of City Data and Confidential Information is hereby deleted in its entirety and replaced with New Section 71. Management of City Data and Confidential Information added to the Agreement to read as follows:**

**71. Management of City Data and Confidential Information.**

**71.1 Definitions.**

**71.1.1 “City Data” or “Data” includes,** but is not limited to, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement.

**71.1.2 “Confidential Information”**

(a) “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

(b) “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport and regardless of whether such information is in its original form, a copy, or a derivative product. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Contract.

(c) “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

**71.2 Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**71.3 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**71.4 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

10. New Section 72. **Distribution of Beverages and Water** is added to read as follows:

**72. Distribution of Beverages and Water.**


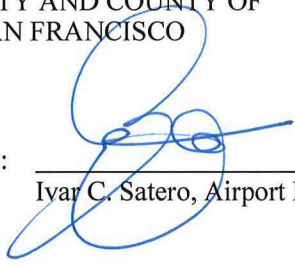
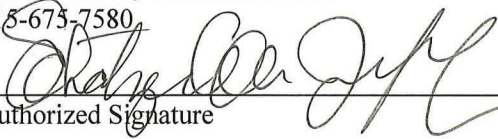

**72.1 Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**72.2 Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

11. **Supplemental Appendix B.5 Calculation of Charges**, is hereby deleted in its entirety and replaced with Supplemental Appendix B.6 Calculation of Charges, attached to this Modification No. 15.

12. **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 Effective Date referenced above.

<b>CITY</b>	<b>CONTRACTOR</b>
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	Authorized Signature  Steve Wang President Partner of T1 Partners, Joint Venture
Approved as to Form:  Dennis J. Herrera City Attorney	EPC Consultants, Inc. 235 Pine Street, Suite 1800 San Francisco, California 94104 415-673-7580 
By:  Daniel A. Edington Deputy City Attorney	Authorized Signature  Schatzie Jefferson President Partner of T1 Partners, Joint Venture  The Allen Group, LLC 50 Osgood Place, #320 San Francisco, California 94133 415-538-1830  Supplier ID: 0000010036  Federal Employer ID Number: 38-3896477

**SUPPLEMENTAL APPENDIX B.6  
CALCULATION OF CHARGES**

**1. GENERAL**

- 1.1 Compensation for complete and satisfactory performance of the services detailed in Appendix A, Services to be Provided by Contractor, of this Agreement is set forth in Section 5, "Compensation," of the Agreement.
- 1.2 No charges shall be incurred under this Agreement, nor shall any payments become due to Contractor, until reports, services, or both required under this Agreement are received from Contractor and approved by the Airport as being in accordance with this Agreement. In no event shall the Airport be liable for interest or late charges for any late payments.
- 1.3 Compensation for Work performed under this Agreement will be on a time and materials basis and lump sum (if approved by the Airport Project Manager). Such compensation shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with the Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

**2. METHOD OF PAYMENT**

- 2.1 Unless approved otherwise by the Airport, Contractor's services shall be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. As used herein, the term "invoice" shall include Contractor's bill or other written request for payment under this Agreement for services performed. All invoices shall be made in writing and delivered or mailed to the Airport to the mailing address listed in Section 25, "Notices to the Parties," of the Agreement.
- 2.2 Contractor shall invoice for the Work performed in conformance with procedures approved by the Airport.
  - 2.2.1 Such invoices shall segregate current costs from previously invoiced costs.
  - 2.2.2 Costs for individual labor shall be segregated by task and subtasks, if any.
  - 2.2.3 Notwithstanding the above, in no case shall Contractor's invoice include costs which the Airport has disallowed or otherwise indicated that it will not recognize. Costs shall be invoiced by Contractor's accounting categories and shall be subject to the audit provisions of this Agreement.
  - 2.2.4 Each invoice shall clearly distinguish Contractor's staff invoiced at either the home office multiplier or the field office multiplier. See Paragraph 4 below for rate definitions.
- 2.3 Such invoices shall be, at a minimum, (i) mechanically accurate, (ii) substantially evidenced and properly supported, and (iii) in compliance with generally accepted accounting principles.

- 2.4 Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subcontractor(s), to be paid under this Agreement are not in excess of the actual hourly rates in effect for Contractor or subcontractor employees engaged in the performance of services under this Agreement at that time, and (ii) that such hourly rates are in conformance with the Agreement.
- 2.5 The Airport reserves the right to withhold payment(s) otherwise due Contractor in the event of Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon Contractor in Section 15, "Insurance," and Section 16, "Indemnification," of the Agreement. The Airport shall provide notice of withholding and may continue the withholding until Contractor has provided evidence of compliance which is acceptable to the Airport.

### **3. DIRECT LABOR RATES AND DIRECT LABOR RATE ADJUSTMENTS**

- 3.1 Salaried personnel shall be paid on a maximum of forty (40) hours per week with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a forty (40)-hour week. Contractor shall provide copies of signed timecards or other verifiable time records showing all assigned projects and the shared calculation.
- 3.2 At the option of the Airport, this is a multi-year contract, the Airport may approve an annual adjustment to the direct 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." Such adjustments are subject to prior written approval by the Airport Project Manager and must be included in a written modification to the Agreement before any increase to any labor rate is incurred, unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

### **4. OVERHEAD RATES**

Effective June 1, 2020, the following multipliers shall be applied to Contractor's and subcontractors' rates:

- a. A field office multiplier of 2.3 shall be applied to labor rates for all field staff (resident engineers, field inspectors, etc.) and all office staff provided with a work station at the Airport, furnished with normal office equipment and materials including computers, printers, internet access, email addresses, and office supplies.
- b. A home office multiplier of 2.5 shall be applied to labor rates for staff working from Contractor's or subcontractors' offices and not provided with an Airport computer. Use of the home office multiplier requires prior written authorization from the Airport Project Manager.

### **5. FEE**

Effective June 1, 2020, no additional fees shall be applied to direct labor or Other Direct Costs, unless approved in writing by the Airport in advance.

No additional mark-ups shall be applied to subcontractor (of any tier) invoices.

## 6. OTHER DIRECT COSTS (ODC)

1. Unless authorized by the Airport, the Airport will not reimburse Contractor for the costs of business travel, contractor meals, and accommodations. This includes specialists that are based out of town and not assigned to the jobsite office. Travel and per diem expenses for the project team's management, jobsite personnel, or staff that commute to or from other offices or residences is not allowed. The Airport will not reimburse Contractor for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines, found at the following link:

[https://www.google.com/url?q=http://sfcontroller.org/Modules/ShowDocument.aspx%3Fdocumentid%3D2174&sa=U&ved=0CAUQFjAAahUKEwjU0\\_TaqLjHahUImogKHT3iCMw&client=internal-uds-cse&usg=AFQjCNHkyPKe3iRnxQ0y7-OQ2M7NqoiPbA](https://www.google.com/url?q=http://sfcontroller.org/Modules/ShowDocument.aspx%3Fdocumentid%3D2174&sa=U&ved=0CAUQFjAAahUKEwjU0_TaqLjHahUImogKHT3iCMw&client=internal-uds-cse&usg=AFQjCNHkyPKe3iRnxQ0y7-OQ2M7NqoiPbA).

2. Any ODC expenses in excess of \$500 shall be pre-approved in writing by the Airport.

## 7. DIRECT LABOR RATES

Effective June 1, 2020, the approved direct labor rates are as follows:

Classification	Direct Rate	Multiplier (FO)	Approved Billing Rate (FO)	Multiplier (HO)	Approved Billing Rate (HO)
Administrative Assistant/Clerk	\$19.78	2.3	\$45.49	2.5	\$49.44
Asst. Project Manager	\$64.48	2.3	\$148.30	2.5	\$161.20
Document Control Clerk	\$31.52	2.3	\$72.50	2.5	\$78.81
Document Control Manager	\$46.44	2.3	\$106.81	0.00	N/A
Document Control Specialist	\$36.40	2.3	\$83.72	0.00	N/A
Engineer 1	\$32.79	2.3	\$75.42	2.5	\$81.98
Engineer 2	\$39.84	2.3	\$91.64	2.5	\$99.61
Engineer 3	\$43.11	2.3	\$99.15	2.5	\$107.77
Estimator	\$56.31	2.3	\$129.52	2.5	\$140.78
Field Engineer & Inspector	\$49.23	2.3	\$113.23	2.5	\$123.08
Office Engineer 1	\$45.50	2.3	\$104.65	2.5	\$113.75
Office Engineer 2	\$41.28	2.3	\$94.94	2.5	\$103.20
Project Controls Engineer	\$54.13	2.3	\$124.50	2.5	\$135.33
Program Controls Manager	\$97.95	2.3	\$225.27	2.5	\$244.86
Program Management Advisor	\$142.57	2.3	\$327.90	2.5	\$356.42
Program Support Sustainability	\$62.11	2.3	\$142.86	2.5	\$155.28

<b>Classification</b>	<b>Direct Rate</b>	<b>Multiplier (FO)</b>	<b>Approved Billing Rate (FO)</b>	<b>Multiplier (HO)</b>	<b>Approved Billing Rate (HO)</b>
Program Sustainability Manager	\$75.87	2.3	\$174.49	2.5	\$189.66
Scheduler	\$57.95	2.3	\$133.27	2.5	\$144.86
Senior Civil Estimator	\$67.48	2.3	\$155.20	2.5	\$168.70
Senior Technical Advisor	\$127.30	2.3	N/A	2.5	\$318.25
Sustainable Design Coordinator	\$40.99	2.3	\$94.28	2.5	\$102.48

#### **8. APPROVED SUBCONTRACTORS**

The approved subcontractors are as follows:

- 1) AE3 Partners
- 2) Chaves and Associates
- 3) M Lee Corporation
- 4) Robin Chiang and Company
- 5) Saylor Consulting Group
- 6) Molly Duggan Associates
- 7) La Costa Consulting Group
- 8) Futterman Consulting, Inc. (sole proprietor)
- 9) Faithful + Gould
- 10) Swanson Rink
- 11) TRANSSOLUTIONS
- 12) First Circle Design

**END OF APPENDIX B.6**

# SFO Routing Slip



Time Sensitive

Please Return by

**10/3/2020**

**Subject**

**Contract Modification Authorization**  
**Contract No. 9185.9, Modification No. 15 - PMSS for Terminal 1/ Boarding Area B**  
**Redevelopment**

**Origination**

Date 9/23/2020

Division **Planning, Design and Construction**

Dept./Sec. **Procurement & Contracts Section**

No.	Name	Action	Initial	Date
1	Daniel Edington - Legal	Signature	DE	9/30/20
2	Cornina Monzon, Commission Secretary	No Action Required	CM	10/2
3	Ivar C. Satero - Airport Director	Signature	IS	10/6/20
4	Accounting	Review & Initial		
5	Victor M. Madrigal Jr.	Information		

**Comments**

Contract No. 9185.9, Modification No. 15 - PMSS for Terminal 1/ Boarding Area B Redevelopment

**Return to**

Name Victor M. Madrigal Jr. Ext. 1-5324

Email [victor.madrigal@flysfo.com](mailto:victor.madrigal@flysfo.com)