

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

Modification No. 7

**Contract No. 10511.41
Program Management Support Services for
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made as of September 1, 2018, in San Francisco, California, by and between **Faith Group, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as "**Commission.**"

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- D. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges, through Modification No. 2; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 to extend the term of the Agreement and increase the contract amount; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 to extend the term of the Agreement and increase the contract amount. A new sub-consultant was also incorporated through Modification No. 4; and
- G. On September 1, 2017, City and Contractor administratively modified the Agreement to update the billing rates and incorporate a new sub-consultant through Modification No. 5; and
- H. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 to extend the term of the Agreement and increase the contract not-to-exceed amount to \$14,629,565; and
- I. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and
- J. City and Contractor desire to administratively modify the Agreement on the terms and conditions herein to update the billing rates; and

K. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; 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 September 1, 2015 between Contractor and City, as amended by the:

Modification No. 1,	dated February 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017, and
Modification No. 6,	dated March 6, 2018.

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

2. **Section 33.3 LBEUTS** is hereby replaced in its entirety with the following:

Section 33.3 LBE Payment and Utilization Tracking. Contractor must submit all required payment information using the City's Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

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

a. **Paragraph 6, Billing Rates,** is hereby deleted in its entirety and replaced with the following:

6. BILLING RATES

The approved fully burdened (overhead and Fee included) maximum Billing Rates are as follows:

CLASSIFICATION	BILLING RATE
Admin. Assistant I	\$88.72
Admin. Assistant II	\$118.29
Admin. Assistant/Clerk	\$58.58
Administrative 1	\$77.58
Administrative 2	\$70.53
Analyst	\$95.94

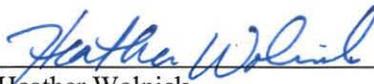
Apprentice	\$90.00
Business Process Analyst	\$219.69
CAD Designer	\$88.01
CAD Operator	\$80.10
CAD Support	\$103.50
Chief Estimator	\$190.48
Construction Inspector	\$132.02
Construction Manager	\$154.37 - \$161.37
Cost Engineer	\$88.01
Design/Technical Manager	\$169.41
Document Control Clerk	\$67.37
Document Control Manager	\$118.42
Document Control Spec. I	\$88.72
Document Control Spec. II	\$118.29
Document Control Technician	\$90.22
Engineer	\$93.89
Estimates Coordinator	\$68.02
Estimator	\$83.48
Estimator 1/I	\$84.87 - \$133.08
Estimator 2/II	\$142.22 - \$162.65
Estimator 3/III	\$192.22
Field Engineer I	\$118.29
Field Engineer II	\$147.86
Field Engineer III	\$177.44
Field Inspector	\$120.29
Inspector	\$133.08
Inspector 1	\$179.85
Inspector 2	\$132.31
IT Designer	\$129.83
Journeyman	\$135.00
MEP Engineer	\$211.59
MEP Project Engineer	\$156.73
Misc. Support 1	\$88.01
Misc. Support 2	\$102.68
Office Engineer I	\$133.08
Office Engineer II	\$162.65
Office Engineer III	\$192.22
Operations Analyst	\$190.71
Permit Coordinator	\$140.59
Principal Estimator	\$191.71
Project Controls Engineer I	\$133.08

Project Controls Engineer II	\$162.65
Project Controls Engineer III	\$192.22
Project Controls Manager	\$162.65 - \$204.20
Project Controls Manager I	\$133.08
Project Controls Manager II	\$162.65
Project Controls Manager III	\$192.22
Project Manager	\$140.00 - \$264.05
QA/QC Manager	\$134.45
Report Writer	\$135.84
Scheduler	\$143.10
Scheduler I	\$133.08
Scheduler II	\$162.65
Scheduler III	\$192.22
Senior Engineer	\$135.84 - \$234.08
Senior Special Inspector (Double Time)	\$263.40
Senior Special Inspector (Overtime & Weekends)	\$197.59
Senior Special Inspector (Regular Time)	\$131.73
Senior Special Inspector (Swing Shift)	\$148.20
Special Inspector (Double Time)	\$251.75
Special Inspector (Overtime & Weekends)	\$188.81
Special Inspector (Regular Time)	\$125.88
Special Inspector (Swing Shift)	\$141.62
Sr. Business Analyst	\$211.59
Sr. Designer	\$133.99
Sr. Electrical Estimator	\$183.17
Sr. Estimator	\$182.40 - \$221.79
Sr. Field Engineer	\$207.01
Sr. IT Systems Analyst	\$190.71
Sr. Mechanical Estimator	\$194.62
Sr. Network Designer	\$162.25
Sr. Project Controls Manager	\$221.79
Sr. Scheduler	\$221.79
Sr. Systems Designer	\$183.37
Sr. Systems Engineer	\$169.26
Stakeholder Manager	\$228.85
Structural Estimator	\$163.24
Subject Matter Expert	\$216.20 - \$277.38
System Eng./MIS/IT/Controls	\$219.69
Systems Designer	\$110.75

4. Effective Date. Each of the changes set forth in this Modification 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
<p>AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>By:  Ivar C. Satero, Airport Director</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:  Heather Wolnick Deputy City Attorney</p>	<p> Authorized Signature</p> <p>Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143</p> <p>City Supplier ID: 0000020321</p> <p>Federal Employer ID Number: 20-0568153</p>