

CITY AND COUNTY OF SAN FRANCISCO

Original

CONTRACT ORDER

Modification - Increase

CONTRACT WITH:

- Decrease

CONSOR PMCM, INC
1663 MISSION STREET, SUITE 425
SAN FRANCISCO, CA 94103

Others

	Department: 27 Airport Commission	PS PO: 0000824634 Done, 0000908290
*	Department Contact: SAMUEL CHUI	Tel. No: (650) 821-5440
	PS Contract ID : 1000032411	Date: 5/5/2025 Page <u>1</u> of <u>1</u>
	Category Code 91200	Supplier No. 0000038524
	Job No. CT 11918.41	
	Period Covered: 5/2/2024 to 5/1/2029	Amount: \$1,700,000.00

FOR THE PURPOSE OF: MOD. 2 AND INCREASE ENCUMBRANCE FOR CT 11918.41 – PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT

TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE CARGO BUILDING 626.1 PROJECT. INCREASE ENCUMBRANCE PER FR6028 AND MOD. 2 ARTICLE 2.1 TERM IS AMENDED TO INDICATE THAT THE TERM COMMENCED ON MAY 2, 2024, AND WILL EXPIRE ON MAY 1, 2029, UNLESS EARLIER TERMINATED AS OTHERWISE PROVIDED IN THIS AGREEMENT. ARTICLE 3. FINANCIAL MATTERS, 3.3. COMPENSATION, SECTION 3.3.1 CALCULATION OF CHARGES IS AMENDED TO INCREASE THE TOTAL COMPENSATION PAYABLE BY TEN MILLION THREE HUNDRED DOLLARS (\$10,300,000) FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF THIRTEEN MILLION DOLLARS (\$13,000,000); PARAGRAPH 3.1 AND 3.2 OF APPENDIX B, CALCULATION OF CHARGES, IS REPLACED IN ITS ENTIRETY.

PSC FORM 1 46560 - 22/23 (09/01/2023- 08/31/2028): \$1,500,000,000
PSC FORM 2 46560 - 22/23: \$13,000,000

PREVIOUS ENCUMBRANCE:	101,000.00	(0000824634) -FR5201 and 5478
PREVIOUS ENCUMBRANCE:	84,000.00	(0000824634) -FR5612
PREVIOUS ENCUMBRANCE:	76,216.92	(0000824634) -FR5766
PREVIOUS ENCUMBRANCE:	470,000.00	(0000824634) -FR5808
PREVIOUS ENCUMBRANCE:	600,000.00	(0000908290) -FR5934
THIS ENCUMBRANCE:	1,700,000.00	(0000908290) -FR6028
TOTAL ENCUMBRANCE:	3,031,216.92	

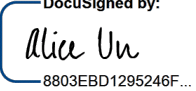
CONTRACT PERIOD: 5/2/2024 to 5/1/2029

CONTRACT AWARD: \$2,700,000 FOR THE FIRST YEAR OF SERVICES PER COMMISSION PER RESOLUTION NO. 24-0016. \$13,000,000 AND TO EXTEND THE CONTRACT FOR AN ADDITIONAL FOUR YEARS OF SERVICES PER RESOLUTION NO. 24-0264.

Insurance Required	Expiration Date	Amount
Worker's Comp.	12/31/2025	\$1,000,000
General Liab.	12/31/2025	\$2,000,000
Automobile	12/31/2025	\$2,000,000
Excess Liability	12/31/2025	\$1,000,000
Professional Liab.	12/31/2025	\$1,000,000

Mail Invoice to: SAMUEL CHUI
PLANNING, DESIGN & CONSTRUCTION

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

RECOMMENDED AND APPROVED								
MIKE NAKOR NKHET Airport Director		Chief Administrative Officer, Board of Supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property			Certification Date: 5/6/2025	
By: 								
Ln. No.	Document	Amount	Chartfield					
			Account	Fund	Dept	Authority	Project	Activity
3	0000908290	\$1,700,000.00	527990	19444	109722	10340	10039964	0031

DS
SLInitial
CLDS
JM

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

Modification No. 2

This Modification is made this 1st day of April 2025, in the City and County of San Francisco, State of California, by and between: Consor PMCM, Inc., 1663 Mission Street, Suite 425, San Francisco, CA 94103 (the “Contractor”) and the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Airport Commission (the “Commission”).

Recitals

- A. City and Contractor entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) for Project Management Support Services for the Cargo Building 626.1 Project; and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On February 6, 2024, by Resolution No. 24-0016, the Commission awarded this Agreement to the Contractor for a term of one (1) year with a not-to-exceed amount of \$2,700,000 and four one-year options to extend the term; and
- D. On October 1, 2024, City and Contractor administratively modified the Agreement to update standard contractual clauses and update overhead rates through Modification No. 1; and
- E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, extend the term of the Agreement, and direct the Commission Secretary to seek Board of Supervisors approval; and
- F. On December 17, 2024, by Resolution No. 24-0264, the Commission approved Modification No. 2, increasing the contract amount by \$10,300,000 for a new total contract amount not to exceed \$13,000,000, exercising each of the four one-year options to extend the term of the Agreement for services for four additional years, and directing the Commission Secretary to seek Board of Supervisors approval of Modification No. 2; and
- G. On March 14, 2025, by Resolution No. 096-25, the Board of Supervisors approved this Modification No. 2 under San Francisco Charter Section 9.118(b), authorizing an increase to the contract amount of \$10,300,000 for a new total not-to-exceed amount of \$13,000,000; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46560 -22/23 on July 17, 2023; and
- I. Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

NOW, THEREFORE, Contractor and the City agree as follows:

1. **Article 1.1 Agreement** is replaced as follows:

1.1 “Agreement” means the contract document dated April 11, 2024, and Modification No.1 dated October 1, 2024, including all attached appendices and all applicable City ordinances and “Mandatory City Requirements,” which are specifically incorporated by reference into the Agreement.

2. **Article 2.1 Term** is hereby amended to indicate that the term commenced on **May 2, 2024**, and will expire on **May 1, 2029**, unless earlier terminated as otherwise provided in this Agreement.

3. **Article 3. Financial Matters, 3.3. Compensation, Section 3.3.1 Calculation of Charges** is hereby amended to increase the total compensation payable by Ten Million Three Hundred Dollars **(\$10,300,000)** for a new total not-to-exceed amount of Thirteen Million Dollars **(\$13,000,000)**.

4. **Paragraph 3.1 of Appendix B, Calculation of Charges**, is replaced in its entirety with the following:

3.1 Direct Labor Rates and Direct Labor Rate Adjustments

- a. Salaried personnel shall be paid for a maximum of 40 hours per week with no overtime. Salaried personnel assigned to multiple projects shall be paid on a pro-rata share of a 40-hour week. Contractor shall provide copies of signed timecards or other verifiable time records showing all assigned projects and the shared calculation.
- b. The approved direct labor rate ranges stated in Paragraph 3.5 below shall be in effect for the duration of the Agreement unless modified at the Airport’s sole discretion. Any changes to the direct labor rate ranges must be approved by the Airport and included in a written modification to the Agreement.
- c. Contractor shall request direct labor rate adjustments in accordance with the following procedures:
 - i. At the written request of Contractor, the Airport may approve an adjustment to the direct labor rates for individual staff who have been actively providing services under the Agreement for a minimum of one (1) year.
 - ii. If approved by the Airport, the annual rate adjustment will be based on the December increase in the Consumer Price Index (CPI) 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-Hayward, California.” This December-based CPI will be used for optional annual rate adjustments for the entire calendar year.
 - iii. The Airport will analyze requests for rate adjustments to determine if the requested adjustment(s) will cause any individual staff direct labor rates to exceed the approved direct labor rate range for their respective classification. Should any of the new rate(s) exceed the approved direct labor rate range(s), and if the rate adjustment is approved by the Airport, the Airport will modify the Agreement. These new rates will be effective upon certification of the contract modification.
 - iv. If all new rates fall within the approved direct labor rate ranges, the new rates will be effective upon receipt of written approval from the Airport Project Manager.

- d. No other adjustments will be allowed unless the adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

5. **Appendix B, Calculation of Charges, 3. Labor Rates and Fees, 3.2 Overhead Rates** is hereby deleted in its entirety and replaced with **Appendix B, Calculation of Charges, 3.2 Overhead Rates** are as follows:

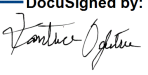
CONTRACTOR	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Conсор PMCM, Inc.	117.59%	N/A

APPROVED FIRST-TIER SUBCONTRACTORS	FIELD OFFICE OVERHEAD RATE	HOME OFFICE OVERHEAD RATE
Chaves & Associates	145%	N/A
RES Engineers, Inc.	145%	160%
Saylor Consulting Group	110.06%	114.55%
Stok, LLC	145%	160%
The Allen Group	145%	N/A
Townsend Management, Inc.	145%	N/A

6. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

7. **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, the parties hereto have executed this Agreement on the day first mentioned above.

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by: <i>Mike Nakornkhet</i> 4/16/2025 <small>F7246F64AF8F4BE...</small></p> <p>By: _____ Mike Nakornkhet, Airport Director</p> <p>Attest:</p> <p>DocuSigned by:  <small>85B0720884A344D...</small></p> <p>By: _____ Kantrice Ogletree, Secretary Airport Commission</p> <p>Resolution No: 24-0264</p> <p>Adopted on: December 17, 2024</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>DocuSigned by: <i>Daniel Edington</i> <small>FAC8E38E96494BE...</small></p> <p>By: _____ Daniel A. Edington, Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>DocuSigned by: <i>Ismail Pugeda</i> <small>E2A29CC2E89D48D...</small></p> <p>Authorized Signature Ismail Pugeda</p> <p>Printed Name Senior Vice President</p> <p>Title</p> <p>Conzor PMCM, Inc. 1663 Mission Street, Suite 425 San Francisco, CA 94103 415-543-6515</p> <p>City Supplier Number: 0000038524 Federal Employer ID Number: 83-0811094</p>
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From: [Daniel Tsang \(AIR\)](#)
To: [Board of Supervisors \(BOS\)](#)
Cc: [Dyanna Volek \(AIR\)](#)
Subject: Executed Modification - File 250081
Date: Tuesday, June 10, 2025 10:10:48 AM
Attachments: [Ct. 11918.41 Certified Mod 02.pdf](#)

Good morning,

Please find attached the executed lease for File [250081](#).

Airport Professional Services Agreement Modification - Consor PMCM, Inc. Project
Management Support Services for the Cargo Building 626.1 Project

Thank you,
Daniel



Daniel Tsang (he/him/his)

Government & Policy Assistant | Government Affairs

San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128

Office: 650.821.4006 | flysfso.com

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