

Original

Modification - Increase

- Decrease

Admin Updates

CONTRACT ORDER

CONTRACT WITH:

**T1 PARTNERS, A JOINT VENTURE OF PARSONS
 TRANSPORTATION GROUP, INC., THE ALLEN GROUP,
 LLC. AND EPC CONSULTANTS, INC.**

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: 04/13/2022 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: MODIFICATIOIN 16 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. 16 ADMINISTRATIVELY MODIFIED THE AGREEMENT ON TERMS AND CONDITIONS SET FORTH HEREIN TO DELETE IN ITS ENTIRETY APPENDIX B.6, CALCULATION OF CHARGES AND REPLACE IT WITH APPENDIX B.7, CALCULATION OF CHARGES, AND UPDATE OTHER CONTRACTUAL CHANGES.

PSC NO: 4048-12/13 - \$40 MILLION

PSC FORM 2 - \$38,000,000 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	3,314,527.00	(PS-0000377052)
PREVIOUS ENCUMBRANCE	705,000.00	(PS-0000581466)

THIS ENCUMBRANCE **0 (PS- 0000581466)**

TOTAL CERTIFIED CONTRACT AMOUNT \$33,775,000.00

CONTRACT PERIOD: 07/08/2013 – 07/07/2023

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-9/1/22	\$2M-7/1/22
Comp. Gen. Liab.	\$1M-9/1/22	\$1M-5/5/22
Automobile	\$2M-9/1/22	\$1M-5/5/22
Professional Liability	\$5M-3/1/22	\$5M-5/5/22
Excess Liability	\$4M-9/1/22	\$9M-5/5/22

MAIL INVOICE TO: SUZANNE CULIN

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

RECOMMENDED AND APPROVED

By:  DocuSigned by: 30DEF01FFB814ED...		IVAR C. SATERO Airport Director		Chief Administrative Officer, Board of Supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property		Certification Date 4/13/2022	
Ln. No.	Number	Amount	Account	Fund	Dept	Authority	Project	Activity	
	0000377052		527080	18535	109722	19697	10004205	0006	

Maintain Purchase Order

Purchase Order

Business Unit SFGOV
PO ID 0000581466

PO Status Dispatched   
Budget Status Valid

Copy From

Hold From Further Processing

Header 

*PO Date 12/09/2021 
*Supplier T1PARTNERS-001 [Supplier Search](#)
*Supplier ID 0000010036 [Supplier Details](#)
*Supplier HQ CA [T1 PARTNERS](#)
*Buyer 180972 Wong, Evelyn
PO Reference AIR-9185.9-T1ProgramMgn

Doc Tol Status Valid
Backorder Status Not Backordered [Create BackOrder](#)
Receipt Status Partial
*Dispatch Method Print
Purchasing Authority AIR-BID  AIRPORT COMMISSION AUTHORITY - DOCUMENT BID

Priority Medium

- [Header Details](#)
- [PO Defaults](#)
- [PO Activities](#)
- [Requisitions](#)
- [Actions](#)
- [Activity Summary](#)
- [Add Comments](#)
- [Add ShipTo Comments](#)
- [Document Status](#)
- [Project Team](#)

Amount Summary 		
Merchandise	705,000.00	
Freight/Tax/Misc.	0.00	<input type="button" value="Calculate"/>
Total Amount	705,000.00	USD
Encumbrance Balance	492,576.61	USD



Add Items From 
[Catalog](#) [Item Search](#)
[Purchasing Kit](#)

Select Lines To Display 
Search for Lines Line  To 

Lines 													
Details	Ship To/Due Date	Statuses	Item Information	Attributes	RFQ	Contract	Receiving						Fire
Line	Item	Description	PO Qty	*UOM	Category	Supplier ID	Supplier Name	Price	Merchandise Amount	Status			
1		AIR9185.9 (C21D) 	1.0000	EA	96156	<input type="text"/> 		705,000.0000	705,000.00	Approved			

[View Printable Version](#) *Go to 
[View Approvals](#)

- Summary
- Contacts
- Custom
- Compliance Summary**

SetID SHARE
 Supplier ID 0000010036

Short Supplier Name T1PARTNERS-001

Supplier T1 PARTNERS

Joint Venture Constituents

	Joint Venture Partner ID	Description	Ownership %	LBE Type	12B Compliance Status		
1	<input type="text"/>		<input type="text"/>			<input data-bbox="1501 414 1564 462" type="button" value="+"/>	<input data-bbox="1585 414 1648 462" type="button" value="-"/>
Total:							

Supplier HQ State CA - California

▶ **Supplier Designation**

▼ **Business Tax Registration**

	Certification Source	Effective Date	Government Classification	Certification Number	Certificate Begin Date	Certificate Expiration Date
1	TTX	02/15/2022	TAX	0476351		06/30/2022

▼ **12B Compliance Summary**

Compliance Status: 12B Compliant



	Contract ID	Description		
1				

	Comments	DeptID	Created	Analyst
1				

▶ 14B Certification Summary

Certification of Insurance 🔍 | ⏪ ⏩ 1 of 1 ▾ | View All

*Certificate Number + -

*Producer Name Add Comments/Attachments

*Insured Name

Name Additional Insured

*Contract ID 🔍 + -

	*Insurance Type	*Policy Number	*Effective Date	*Expiry Date	*Policy Limits	
1	<input type="text"/>	<input type="text"/>	04/13/2022 📅	04/13/2022 📅	<input type="text"/>	+ -

Created By jeryl.taoto-an

Last Modified By 176060

Created Date/time 06/25/17 10:49AM

Last Modified Date/time 09/25/20 7:54AM

[Summary](#) | [Contacts](#) | [Custom](#) | [Compliance Summary](#)

Contract Entry

Contract

SetID	SHARE	Contract Version		
Contract ID	100006149	Version	4	Status Current
*Status	Approved	Approved Date	01/24/2022	New Version

Administrator/Buyer 56677 Rayca,Geraldine M

▼ Authored Document

Authored Status	Executed	Maintain Document
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Document Version	7.01	Sponsor	172906
Description	AIR-9185.9-T1ProgramMgn	Department	109722
Amendment	8	Created Date/time	12/20/2016 12:00AM
Document Administrator	56677	Last modified date	01/24/2022 12:03PM

▼ Header ?

Contract Style	General Contract
Process Option	General Contract
Supplier	T1PARTNERS-001
Supplier HQ	CA
Supplier ID	0000010036 T1 PARTNERS

PSC & BOS Information

- [Edit Comments](#)
- [Contract Activities](#)
- [Primary Contact Info](#)
- [Contract Header Agreement](#)
- [Contract Releases](#)
- [Custom Fields](#)

Primary Contact	
Supplier Contract Ref	AIR-9185.9-T1ProgramMgn
Description	AIR-9185.9-T1ProgramMgn

- [Retention](#)
- [Activity Log](#)
- [Document Status](#)
- [Thresholds & Notifications](#)
- [Price Adjustment Template](#)
- [View Changes](#)
- [Current Change Reason](#)
- [Purchase Order BU Defaults](#)
- [Resource Roster](#)
- [Project Team](#)

Master Contract ID		<input type="checkbox"/> Tax Exempt
Begin Date	07/03/2013	
Expire Date	07/07/2023	<input type="checkbox"/> Auto Default
Renewal Date		<input type="checkbox"/> Lock Chartfields

Tax Exempt ID

Control Type		Professional Services - Chapter 6
Contract Type	PS	

Currency	USD
Rate Date	07/31/2017 CRRNT
	<input type="checkbox"/> Must Use Contract Rate Date
	<input checked="" type="checkbox"/> Allow Multicurrency PO

Department	109722	AIR Capital Projects
CMD Compliance Officer	022168	Mai-Tran,Diane M

Purchasing Authority	AIR-BID	AIRPORT COMMISSION AUTHORITY - DOCUMENT BID
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▼ Contract Categories Used for Reporting(Check all that apply)

- PLA Contract - DPW/REC 14B LBE Micro Set-Aside Community Benefits Req'd Construction - CM/GC Contract Sole Source Contract

Contract Entry

- PLA Contract PUC
- 14B LBE SF First
- First Source Hiring
- Construction - Design Build Contract
- Mayor's ER Declaration 13th & 35th Supplement
- PLA Contract SFO
- 14B LBE Subs Req'd
- Local Hire
- Emergency Contract
- Bd Supervisor Add-Back
- PLA Contract Other
- Prevailing Wage
- Lease Contract (City as Lessee)

▼ Invoice Options

Invoice Number
 AP Business Unit
 Accounting Template
 Payment Terms ID 030
 Basis Date Type

Gross Amount 0.00 USD
 Freight Amount 0.00
 Misc Charge Amount 0.00 [Miscellaneous Charges](#)
 Sales Tax Amount 0.00
 VAT Amount 0.00

▼ Amount Summary ?

Maximum Amount 38,000,000.00 USD
 Line Item Released Amount 0.00

 Category Released Amount 10,047,243.00
 Open Item Released Amount 0.00
 Total Released Amount 10,047,243.00

 Remaining Amount 27,952,757.00
 Remaining Percent 73.56

Group Box

▶ Contract Open Item Reference

▼ Contract Items

[Catalog Search](#) [Item Search](#) [Search for Contract Lines](#)

Lines

Line	Item	Description	UOM	Category	Merchandise Amt				
1		T1 Program Management	EA	96156	38,000,000.00				

[View Category Hierarchy](#) [Category Search](#)

▼ Contract Categories

Lines



- Details
- Pricing Options
- Release Amounts
- Spend Threshold

Line	Category	Description				Status
1	96156	Program/Project Development and Management Services				Active

- Save
- Return to Search
- Notify
- Refresh

DS
VMM

DS
K

DS
GN

DS
JDS

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

**Modification No. 16
Contract No. 9185.9
Program Management Support Services for
Terminal 1/Boarding Area B Redevelopment**

This Modification is made effective as of **July 1, 2021**, in the City and County of San Francisco, State of California, by and between **T1 Partners, Joint Venture**, a joint venture between The Allen Group, LLC, and EPC Consultants, Inc. (“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

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, on June 1, 2020, City and Contractor administratively modified the Agreement to reduce hourly rates and fees for the remaining term as a result of the COVID-19 pandemic, to delete in its entirety Appendix B.5, Calculation of Charges and replace it with Appendix B.6, Calculation of Charges, and to update standard contractual clauses through Modification No. 15; 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.6, Calculation of Charges and replace it with Appendix B.7, 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 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”** means the contract document dated April 16, 2013, Modification No. 1 effective date August 26, 2013, Modification No. 2 effective date February 21, 2014, Modification No. 3 effective date of 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, Modification No. 14 effective date of June 1, 2020, and Modification No. 15 effective date June 1, 2020, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

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

c. **“Digital Signature”** means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

2. **Section 25. Notices to the Parties** is hereby amended to add Section 25.1.1 as follows:

25.1.1 The Parties consent to the use of Digital Signatures, affixed using the City’s DocuSign platform, to execute this Agreement and all subsequent modifications.

3. **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** to read as follows:

71. Management of City Data and Confidential Information

71.1 Definitions

71.1.1 “City Data” which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

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 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. 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 Ownership of City Data. The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

71.3 Use of City Data and Confidential Information. Contractor agrees to hold City's Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City's Data 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 Data outside the United States is subject to prior written authorization by the City. Access to City's Data 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 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 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 request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City's Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors environment(s), 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. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

4. Supplemental Appendix B.6 Calculation of Charges, is hereby deleted in its entirety and replaced with Supplemental Appendix B.7 Calculation of Charges, attached to this Modification No. 16.

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 Effective Date referenced above.

CITY	CONTRACTOR
<p>AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by: <i>Ivar Satero</i> 8CFDC3E9126544B...</p> <p>By: _____ Ivar C. Satero, Airport Director</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>DocuSigned by: <i>Daniel Edington</i> FAC8E38F96494BE...</p> <p>By: _____ Daniel A. Edington Deputy City Attorney</p>	<p>DocuSigned by: <i>Steve Wang</i> CF6AD12BCAA4444...</p> <p>_____ Authorized Signature</p> <p>Steve Wang President Partner of T1 Partners, Joint Venture</p> <p>EPC Consultants, Inc. 101A Clay Street, #110 San Francisco, California 94111 415-675-7580</p> <p>DocuSigned by: <i>Schatzie Jefferson</i> E3EF51C61C314FD...</p> <p>_____ Authorized Signature</p> <p>Schatzie Jefferson President Partner of T1 Partners, Joint Venture</p> <p>The Allen Group, LLC 50 Osgood Place, #320 San Francisco, California 94133 415-538-1830</p> <p>Supplier ID: 0000010036</p> <p>Federal Employer ID Number: 38-3896477</p>

SUPPLEMENTAL APPENDIX B.7 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 workstation 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.

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

7. DIRECT LABOR RATES

Effective July 1, 2021, the approved direct labor rates are as follows:

CLASSIFICATION	RANGE OF RATES	
	Low	High
Administrative Assistant/Clerk	\$15.50	\$19.78
Asst. Project Manager	\$57.85	\$64.48
Assistant Program Manager	\$82.51	\$103.66
Document Control Clerk	\$20.66	\$31.52
Document Control Manager	\$29.96	\$46.44
Document Control Specialist	\$29.96	\$36.40
Engineer 1	\$28.92	\$32.79
Engineer 2	\$36.16	\$39.84
Engineer 3	\$39.25	\$43.11
Estimator	\$47.52	\$56.31
Field Engineer & Inspector	\$32.02	\$49.23
Office Engineer 3	\$38.97	\$58.18
Office Engineer 2	\$32.02	\$45.50
Office Engineer 1	\$20.66	\$41.28
Project Controls Engineer	\$47.52	\$54.13
Program Controls Manager	\$91.94	\$97.95

Program Management Advisor	\$121.89	\$142.57
Program Support Sustainability	\$56.82	\$62.11
Program Sustainability Manager	\$69.21	\$75.87
Scheduler	\$47.52	\$57.95
Senior Civil Estimator	\$63.01	\$67.48
Senior Technical Advisor	\$127.30	\$127.30
Sustainable Design Coordinator	\$36.16	\$40.99
Tenant Coordinator	\$75.12	\$79.92

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.7