CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

PGH WONG & PARTNERS JV

182 2ND STREET, SUITE 500
SAN FRANCISCO, CA 95105

Original

Modification - Increase

- Decrease

Other

	Department: 27 Airport Commission		Controller No.: 0000159674 & 0000320412 0000378083
	Department Contact: KRIS OPBROEK		Tel. No: (650) 821-5316
	PS Contract No. 1000009229		Date: 11/23/2020 Page 1 of 1
*	Category Code 95877	Supplier No. 0000029434	Job No. CT 10072.41
	Period Covered: 3/13/2018 – 3/12/2022		Amount: $0.00

FOR THE PURPOSE OF: MODIFICAITON NO. 6 FOR CT10072.41 - PROGRAM MANAGEMENT SUPPORT SERVICES (PMSS) FOR THE COURTYARD 3 CONNECTOR PROJECT

TO PROVIDE OVARALL MANAGEMENT EXPERTISE AND OVERSIGHT OF THE COURTYARD 3 CONNECTOR PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $9,750,000. MODIFICATION NO. 6 ADMINISTRATIVELY MODIFY THE ADREEMENT ON THE TERMS AND CONDITIONS SET FORTH HEREIN TO AMEND APPENDIX B, CALCULATION OF CHARGES, AND TO UPDATE THE AGREEEMENT 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 47501-16/17 APPROVED AMOUNT: $280,000,000
PSC FORM 2 (7/1/2017 - 06/30/2020) : $17,250,000

PREVIOUS ENCUMBRANCE:	$ 2,882,900.00	(0000159674)
PREVIOUS ENCUMBRANCE	2,086,100.00	(0000320412)
PREVIOUS ENCUMBRANCE	5,400,000.00	(0000378083)
THIS ENCUMBRANCE:	**0.00**	**(0000378083)**
TOTAL ENCUMBRANCE:	$10,369,000.00	

CONTRACT PERIOD: 03/18/2018-03/12/2022

CONTRACT AWARD: $3,250,000 PER COMMISSION RESOLUTION NO. 17-0321.
$5,000,000 PER COMMISSION RESOLUTION NO. 19-0030.
$1,500,000 PER COMMISSION RESOLUTION NO. 20-0028
$7,500,000 PER COMMISSION RESOLUTION NO. 20-0029

Insurance Required	PGH Wong	Avila & Ass.
Worker's Comp.	09/01/2021	02/20/2021
Comp. Gen. Liab.	12/18/2020	02/20/2021
Automobile	12/18/2020	02/20/2021
Umbrella	12/18/2020	02/20/2021
Professional Liab.	12/15/2020	02/20/2021

Mail Invoice to:
Kris Opbroek – Planning, Design & Construction

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

RECOMMENDED AND APPROVED

IVAR C. SATERO Airport Director By:	Chief Administrative Officer, Board of Supervisor	Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property	Certification Date: NOV 23 2020

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

Modification No. 6

Contract No. 10072.41
Project Management Support Services for
the Courtyard 3 Connector Project

THIS MODIFICATION (this "Modification") is made effective as of July 1, 2020, in San Francisco, California, by and between **PGH Wong & Partners JV**, a joint venture between PGH Wong Engineering, Inc. and Avila and Associates Consulting Engineers, Inc. ("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 for the San Francisco International Airport (the "Airport" or "SFO") (as defined below); and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On December 19, 2017, by Resolution No. 17-0321, the Commission awarded this Agreement to the Contractor for an amount not to exceed $3,250,000 for the first year of services; and

D. On September 1, 2018, City and Contractor administratively modified the Agreement to update the Contractor's overhead rates through Modification No. 1; and

E. On February 19, 2019, by Resolution No. 19-0030, the Commission approved Modification No. 2 to increase the contract amount by $5,000,000, for a new not-to-exceed amount of $8,250,000, to extend the term of the contract through March 12, 2020; and

F. On August 1, 2019, City and Contractor administratively modified the Agreement to amend Appendix B, Calculation of Charges and to update the direct labor rates through Modification No. 3; and

G. On November 5, 2019, by Resolution No. 19-0273, the Commission approved Modification No. 4 to increase the contract amount by $9,000,000, for a new total not-to-exceed amount of $17,250,000, to extend the term of the contract for services through June 30, 2022, and to seek Board of Supervisors approval of Modification No.4; and

H. After the Commission adopted Resolution No. 19-0273, PGH Wong & Partners JV informed the Airport that CFWright Consulting, LLC had resigned from the joint venture, and therefore, Staff neither executed nor sought Board of Supervisors approval of Modification No. 4; and

I. On February 18, 2020, by Resolution No. 20-0028, the Commission approved a revised Modification No. 4, dated March 1, 2020, to increase the contract amount by $1,500,000, for a new total not-to-exceed amount of $9,750,000 and to extend the term of the contract for services through June 30,

2022, and to recognize CFWright Consulting, LLC complete withdrawal as a member of the joint venture that is the Contractor for this Agreement; and

J. On February 18, 2020, by Resolution No. 20-0029, the Commission approved Modification No. 5 to increase the contract amount by $7,500,000, for a new total not-to-exceed amount of $17,250,000; and

K. On June 23, 2020, by Resolution No. 279-20, the Board of Supervisors approved Modification No. 5 under San Francisco Charter Section 9.118; and

L. 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

L. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to amend Appendix B, Calculation of Charges, and to 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

M. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47501-16/17 on August 7, 2017; and

N. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

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

1. Article 1. Definitions are amended as follows:

a. Section 1.1. Agreement has been revised. The definition "Agreement" shall mean the Agreement dated December 19, 2017, between Contractor and City, as amended by the:

Modification No. 1,	dated September 1, 2018,
Modification No. 2,	dated February 19, 2019,
Modification No. 3,	dated August 1, 2019,
Modification No. 4,	dated March 1, 2020, and
Modificaiton No. 5,	dated July 3, 2020.

b. Section 1.11 Confidential Information, is hereby deleted in its entirety and replaced with **New Section 1.11 Confidential Informaton** to read as follows:

1.11 Confidential Information.

1.11.1.. "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

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").

1.11.2. "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.

1.11.3. "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.

2. Article 10. Additional Requirements Incorporated by Reference, Section 10.17. Sugar-Sweetened Beverage Prohibition is hereby deleted in its entirety and replaced with **New Section 10.17. Distribution of Beverages and Water** to read as follows:

10.17 **Distribution of Beverages and Water.**

10.17.1 **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.

10.17.2 **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.

3. Appendix B, Calculation of Charges, is hereby deleted in its entirety and replaced with **New Appendix B, Calculation of Charges**, attached to this Modification No. 6.

4. 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 AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO By: _____ Ivar C. Satero, Airport Director Approved as to Form: Dennis J. Herrera City Attorney By _____ Daniel A. Edington Deputy City Attorney	_____ Authorized Signature Peter Wong Chief Executive Officer PGH Wong Engineering, Inc. 182 2nd Street, Suite 500 San Francisco, California 94105 (415) 566-0800 _____ Authorized Signature Ernesto A. Avila President Avila and Associates Consulting Engineers, Inc. 490 Post Street, Suite 1415 San Francisco, CA 94102 (415) 576-1230 City Supplier Number: 0000029434 Federal Employer ID Number: 82-3487026

APPENDIX B
CALCULATION OF CHARGES

1. GENERAL

1.1 As set forth in Section 3.3, "Compensation," of the Agreement, compensation for Work performed under this Agreement will be on a time and materials basis, unless otherwise approved by the Airport Project Manager.

1.2 No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until reports, services, or both required under this Agreement are received from the 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 shall be allowable only to the extent that costs incurred, or otherwise established prices, are consistent with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31).

2. METHOD OF PAYMENT

2.1 Unless approved otherwise by the Airport, the Contractor shall submit invoices for its services on a monthly basis, and the City will issue payments within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. The term "invoice" shall include the 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 11.1 "Notices to the Parties," of the Agreement.

2.2 The Contractor shall submit invoices 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 In no case shall the Contractor's invoices include costs that 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 personnel that are invoiced at the home office multiplier versus the field office multiplier. See Paragraph 3 below for rate definitions.

2.2.5 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.

2.3 The Contractor shall also certify, for each invoice, that (i) the hourly rates for direct labor to be reimbursed under this Agreement, whether for Contractor or its subcontractor(s), are not in excess of the hourly rates in effect for the 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.

2.4 The Airport reserves the right to withhold payment(s) otherwise due the Contractor in the event of the Contractor's material non-compliance with any of the provisions of this Agreement, including, but not limited to, the requirements imposed upon the Contractor in Article 5, "Insurance and Indemnity," of the Agreement. The Airport shall provide notice of withholding and may continue the withholding until the Contractor has provided evidence of compliance that is acceptable to the Airport.

3. LABOR RATES AND FEES

3.1 Direct Labor Rates and Direct Labor Rate Adjustments

3.1.1 Contractor shall pay salaried personnel based on a maximum of forty (40) hours per week with no overtime. Contractor shall pay salaried personnel assigned to multiple projects on a pro-rata share of a forty (40)-hour week. Contractor shall provide copies of signed timecards showing all assigned projects and the shared calculation.

3.1.2 If the Agreement is extended, 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.

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

Classification	**Direct Labor Rate**
Construction Manager	$85.13
Program Manager	$103.68
Office Engineer	$57.95
Project Controls Manager	$90.25
Project Controls Engineer	$67.52
Project Controls Engineer	$74.15
Tenant Space Coordinator	$66.54
Assistant Resident Engineer	$71.25
Office Engineer	$53.20
Design Manager	$84.68
Administrative Assistant	$25.00
Steel Fab/Install	$50.35
Steel Installation	$50.35
Concrete	$50.35
Document Control Manager	$51.30

Electrical/Special Systems Manager	$105.45
Sr. Scheduler	$95.33
Project Manager	$86.97

3.2 Overhead Rates

Effective June 1, 2020, the following multipliers shall be applied to direct labor:

a. A field office multiplier of 2.3 shall be applied to 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 staff working from Contractor's or subcontractors' offices and not provided with an Airport computer. Use of the home office multiplier requires pre-authorization from the Airport Project Manager.

3.3 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.

3.4 Mark-Up on Subcontractors

Effective June 1, 2020, no additional mark-ups shall be applied to subcontractor (of any tier) invoices.

4. OTHER DIRECT COSTS (ODC)

4.1 Only the actual costs incurred by the Contractor shall be allowed and invoiced as ODCs. The Contractor shall not submit any cost in excess of $500 without prior written authorization from the Airport. There shall be no mark-ups of any kind allowed on costs reimbursed under this Section. Costs 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).

4.2 The costs of renderings, computer-animated presentations, and presentation models required for meetings and approvals described in Appendix A, Scope of Services, of this Agreement are not ODCs. The cost of additional renderings, computer-animated presentations, or presentations requested in writing and directed by the Airport shall be ODCs. Such materials prepared by the Contractor without written advance approval by the Airport shall be considered non-reimbursable.

4.3 The following items are not considered ODCs: (i) phone calls, faxes, mail, express mail, courier delivery or overnight delivery service charges, or other communications charges between members of the Contractor's team, regardless of location; regional phone calls and faxes for all area codes having any geographical land area within 100 miles of San Francisco even though its outlying boundary exceeds the 100 mile limitation; (ii) Internet gateways, electronic mail service or other technology-based communication service, FTP sites, or data file transfer or research services; (iii) travel by the Contractor or its subcontractors between its home office

and the San Francisco Bay Area; (iv) travel within 100 mile radius of San Francisco; travel outside 100 mile radius of San Francisco unless approved in writing in advance by the Airport; (v) in-house coordination materials among the Contractor's team and subcontractors, including photocopy and drawing materials, messenger services; (vi) presentation material, reproductions, all CADD and other computer-related time and expenses in support of those items specifically listed in Appendix A of this Agreement; and (vii) food and beverage and/or entertainment charges of any kind unless approved in writing in advance by the Airport.

4.4 Unless authorized by the Airport, the Airport will not reimburse the Contractor for the costs of business travel, contractor meals, or accommodations, including 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. When authorized, travel expenses shall be in accordance with the City & County of San Francisco Travel Guidelines can be 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

END OF APPENDIX B

Exhibit A
Approved Billing Rates

Date: Revised 6/18/2020

Project Name: Courtyard 3 Connector
Contract No.: 10072.41
Prime Consultant: PGH Wong & Partners JV
Prime Contact: Clifford Wong, (415) 566-0800, cliff@pghwong.com

	Name	Classification	Current Direct Rate	Revised Direct Rate*	Multiplier (FO)	Approved Billing Rate (FO)	Multiplier (HO)	Approved Billing Rate (HO)
1	Apontes, Lakovos	Construction Manager	$ 89.61	$ 85.13	2.3	$ 195.80	2.5	$ 212.82
2	Casey, Simon	Program Manager	$ 109.14	$ 103.68	2.3	$ 238.47	2.5	$ 259.21
3	Chan, Jamie Yu	Office Engineer	$ 61.00	$ 57.95	2.3	$ 133.29	2.5	$ 144.88
4	Gragnani, Aron	Project Controls Manager	$ 95.00	$ 90.25	2.3	$ 207.58	2.5	$ 225.63
5	Hararah, Morad	Project Controls Engineer	$ 71.07	$ 67.52	2.3	$ 155.29	2.5	$ 168.79
6	Kahn, Sajjad	Project Controls Engineer	$ 78.05	$ 74.15	2.3	$ 170.54	2.5	$ 185.37
7	Manuel, Lyndon	Tenant Space Coordinator	$ 70.04	$ 66.54	2.3	$ 153.04	2.5	$ 166.35
8	Moustafa, Loai	Assistant Resident Engineer	$ 75.00	$ 71.25	2.3	$ 163.88	2.5	$ 178.13
9	Nicolas, Elijah	Office Engineer	$ 56.00	$ 53.20	2.3	$ 122.36	2.5	$ 133.00
10	Sandri, Phillip	Design Manager	$ 89.14	$ 84.68	2.3	$ 194.77	2.5	$ 211.71
11	Soriano, Sammy (FSH)	Administrative Assistant	$ 25.00	$ 25.00	2.3	$ 57.50	2.5	$ 62.50
12	Special Inspection	Steel Fab/Install	$ 53.00	$ 50.35	2.3	$ 115.81	2.5	$ 125.88
13	Special Inspection	Steel Installation	$ 53.00	$ 50.35	2.3	$ 115.81	2.5	$ 125.88
14	Special Inspection	Concrete	$ 53.00	$ 50.35	2.3	$ 115.81	2.5	$ 125.88
15	Turner, Kara	Document Control Manager	$ 54.00	$ 51.30	2.3	$ 117.99	2.5	$ 128.25
16	Wennstromm, Eric	Electrial/Special Systems Manager	$ 111.00	$ 105.45	2.3	$ 242.54	2.5	$ 263.63
17	Whipple, Vicki	Sr. Scheduler	$ 100.35	$ 95.33	2.3	$ 219.26	2.5	$ 238.33
18	Whitman, Lisa	Project Manager	$ 91.55	$ 86.97	2.3	$ 200.04	2.5	$ 217.43

*Direct Rates of over $50 have been reduced by 5%. Rates $50 and under have not been adjusted.

Multipliers:

Field Office Multiplier: The Field Office (FO) multiplier of 2.3 shall be applied to 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.

Home Office Multiplier: The Home Office (HO) multiplier of 2.5 shall be applied to staff working from a consultant's office and not provided with an Airport computer. Use of the HO multiplier requires pre-authorization from the Airport Project Manager.