

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

Modification No. 1

**Contract No. 10401.45
Capital Program Support Services
For The
Airport Capital Improvement Program**

THIS MODIFICATION (this "Modification") is made as of **March 1, 2018**, in San Francisco, California, by and between **Hill International, 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 (as defined below); and
- B. On October 17, 2017, by Resolution No. 17-0251, the Commission awarded this Agreement to the Contractor for one (1) year of service in a not-to-exceed amount of \$8,500,000; and
- C. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to add a new sub-consultant; and
- D. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 40890-14/15 on February 6, 2017; 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 October 17, 2017 between Contractor and City.

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

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

a. Paragraph 1.1 is hereby deleted in its entirety and replaced with the following:

- 1.1 As set forth in in Article 3.3 "Compensation" of the Agreement, Compensation for work performed under this Agreement will be on a time and materials or on a lump sum basis, if approved by the Airport Project Manager, and is broken down as follows for the first year of services:

Mobilization (Lump Sum) = \$311,000

Professional Services and Other Direct Costs (ODCs) = \$8,189,000
 Total First Year of Services = \$8,500,000

b. Paragraph 3.1.3 is hereby amended to update the Schedule Manager’s labor rate as follows:

Position/Classification	Direct Labor Rate Range	
	Low	High
Schedule Manager	\$60.00	\$88.00

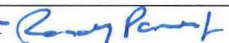

c. Paragraph 3.2.1 is hereby amended to include a new sub-consultant, Gary, Greer, Shelby & Vaughn, as follows:

FIRM NAME	HOME OFFICE OVERHEAD RATE	FIELD OFFICE OVERHEAD RATE
Gray, Greer, Shelby & Vaughn	N/A	N/A

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

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	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 <u>MICHAEL B. SMITH</u> <u>FOR</u> Paul J. Evans Interim Chief Executive Officer Hill International, Inc. One Commerce Square 2005 Market Street, 17th Floor Philadelphia, PA 19103</p> <p><u>215-309-7802</u> Telephone Number</p> <p><u>0000018823</u> City Supplier Number</p> <p><u>20-0953973</u> Federal Employer ID Number</p>