

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

Modification No. 2

**Contract No. 10504.41
Project Management Support Services for
AirTrain Extension and Improvements Program**

THIS MODIFICATION (this "Modification") is made as of February 20, 2018, in San Francisco, California, by and between **PGH Wong Engineering, 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 September 1, 2015, by Resolution No. 15-0168, the Commission awarded this Agreement to the Contractor for one (1) year and a not-to-exceed amount of \$4,292,000; and
- C. On February 21, 2017, by Resolution No. 17-0028, the Commission approved Modification No. 1 to increase the contract amount, extend the term of the agreement, and amend Appendix B, Calculation of Charges, to add a new position classification; and
- D. 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 amend Appendix B to delete and replace the Billing Rates; and
- E. On February 20, 2018, by Resolution No. 18-0046, the Commission approved this Modification to the Contractor for one (1) year and a not-to-exceed amount of \$2,200,000; and
- F. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46544-14/15 on December 4, 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 September 1, 2015 between Contractor and City, as amended by the:

Modification No. 1, dated February 21, 2017.
 - b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.
- 2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for a new ending date of February 25, 2019.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **Two Million Two Hundred Thousand Dollars (\$2,200,000)** for a new total not to exceed amount of **Nine Million Nine Hundred Ninety-Two Thousand Dollars (\$9,992,000)**.

4. **Section 65. Federal Non-Discrimination Provisions** is hereby deleted in its entirety and replaced with the following:

65. Federal Nondiscrimination Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

65.1 Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

65.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.

65.3 Solicitations for Subcontracts. Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

65.4 Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

65.5 Sanctions for Noncompliance. In the event of a contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

65.6 Incorporation of Provisions. Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

65.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration's Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq.*).

5. **New Section 66. Airport Commission Rules and Regulations** is hereby added to read as follows:

66. Airport Commission Rules and Regulations. Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>.

6. **New Section 67. Federal Fair Labor Standards Act** is hereby added to read as follows:

67. Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

7. **New Section 68. Occupational Safety and Health Act of 1970** is hereby added to read as follows:

68. Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

a. **Paragraph 3.2** is replaced in its entirety with the following:

3.2 The approved fully burdened billing rates stated in this Agreement shall remain in effect for the first year of contract services. As, at the option of the Airport, this is a multi-year contract, the Airport may approve an annual adjustment to the hourly 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 adjustment is subject to prior written approval by the Airport and must be included in a written modification to the Agreement before any increase labor rate is incurred, unless the

adjustment is made to meet the requirements of prevailing or minimum wage legislative mandates.

b. Paragraph 6, Billing Rates, is replaced in its entirety with the following:

6. BILLING RATES

The following approved billing rates shall be effective from October 2, 2017 to February 25, 2018:

Position / Classification	Fully Burdened Billing Rates			
	Home Office		Field Office	
	Low	High	Low	High
Key Positions				
Project Controls Manager	\$215.00	\$221.45	\$194.00	\$199.82
Resident Engineer	\$229.00	\$235.87	\$207.00	\$213.21
Deputy Resident Engineer	\$180.00	\$185.40	\$165.00	\$169.95
SEP Coordinator / Manager	\$229.00	\$235.87	\$207.00	\$213.21
Technical Support Positions				
Field Engineer	\$143.00	\$147.29	\$129.00	\$132.87

The following approved billing rates shall be effective on and after February 26, 2018:



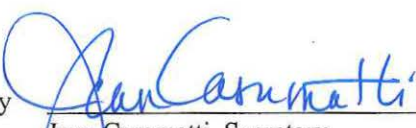

Position / Classification	Fully Burdened Billing Rates			
	Home Office		Field Office	
	Low	High	Low	High
Key Positions				
Program Manager	\$257.00	\$264.56	\$246.00	\$253.23
Project Manager / Construction Manager	\$220.00	\$272.49	\$198.00	\$247.05
Project Controls Manager	\$150.00	\$227.96	\$135.00	\$205.69
Resident Engineer	\$180.00	\$242.80	\$162.00	\$219.48
Deputy Resident Engineer	\$140.00	\$190.85	\$125.00	\$174.95
Right of Way & Permitting Coordination Lead	\$150.00	\$242.80	\$135.00	\$219.48
Programming / Design Oversight Manager	\$195.00	\$242.80	\$175.00	\$219.48
AirTrain Activation Manager	\$195.00	\$242.80	\$175.00	\$219.48
Train Operating System / Train Control Lead	\$195.00	\$242.80	\$175.00	\$219.48
SEP Coordinator / Manager	\$135.00	\$242.80	\$122.00	\$219.48
Program Coordination Manager	\$150.00	\$190.85	\$135.00	\$174.95
QA/QC / Code Compliance / Safety Lead	\$140.00	\$182.37	\$125.00	\$164.34
Technical Support Positions				
Senior Scheduler	\$165.00	\$227.96	\$150.00	\$205.69
Scheduler	\$138.00	\$189.79	\$124.00	\$170.71
Senior Cost Estimator	\$152.00	\$227.96	\$137.00	\$205.69
Cost Estimator	\$110.00	\$189.79	\$99.00	\$170.71
Field Engineer	\$110.00	\$151.62	\$99.00	\$136.78

Office Engineer	\$80.00	\$136.78	\$75.00	\$122.99
Special Inspector	\$77.00	\$174.95	\$70.00	\$157.98
Senior Inspector	\$124.00	\$174.95	\$112.00	\$157.98
QA Inspector	\$77.00	\$146.32	\$70.00	\$131.47
System Verification & Validation Support	\$195.00	\$242.80	\$175.00	\$219.48
Testing / Activation Technical Support	\$77.00	\$174.95	\$70.00	\$157.98
Constructability Reviewer	\$110.00	\$233.26	\$99.00	\$209.94
Environmental Technical Support	\$124.00	\$189.79	\$112.00	\$170.71
Geotechnical Technical Support	\$96.00	\$198.27	\$86.00	\$180.25
Lab / Material Testing Technician	\$66.00	\$129.35	\$66.00	\$129.35
Surveying Chief	\$165.00	\$209.94	\$149.00	\$190.85
Surveying Technicians	\$77.00	\$131.47	\$70.00	\$118.75
Document Control Manager	\$110.00	\$146.32	\$99.00	\$131.47
Document Control / Administrative Assistant	\$55.00	\$131.47	\$49.00	\$118.75
FSH Trainee	\$55.00	\$93.30	\$49.00	\$83.76
Partnering Coordination	\$82.00	\$146.32	\$75.00	\$131.47

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

10. **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
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature
Attest:	Clifford S. M. Wong President PGH Wong Engineering, Inc. 182 – 2 nd Street, Suite 500 San Francisco, California 94105-3801 415-566-0800
By:  Jean Caramatti, Secretary Airport Commission	City Supplier ID: 0000003148
Resolution No: 18-0046	Federal Employer ID Number: 94-4404132
Adopted on: February 20, 2018	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	