

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

Third Modification

**Contract 10011.41
Project Management Support Services for
Terminal 1 Center Renovation Project**

THIS MODIFICATION (this "Modification") is made as of August 22, 2016, in San Francisco, California, by and between ACJV ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission or the Commission's designated agent, hereinafter referred to as "Commission."

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On January 20, 2015, by Resolution No.15-0005, the Commission awarded this Agreement to the Contractor for 6 years and \$3,500,000; and
- C. City and Contractor administratively modified the Agreement to amend Appendix B - Calculation of Charges to incorporate new job classifications and corresponding range of rates through the First Modification; and
- D. On March 15, 2016, by Resolution No. 16-0079, the Commission approved the Second Modification to increase the contract amount, extend the term of the agreement, and amend Appendix B; and
- E. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to incorporate a new classification and a new subcontractor; and
- F. On March 31, 2015, by Resolution No. 103-15, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47898-13/14 on May 19, 2014; 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 January 20, 2015 between Contractor and City, as amended by the:

| | |
|----------------------|--------------------------|
| First Modification, | dated June 15, 2015, and |
| Second Modification, | dated March 15, 2016. |

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 to add a new classification and a new subcontractor, Turner & Townsend, Inc., as follows:

a. **Paragraph 4.1, Billing Rates,** is hereby amended to include the subcontractor, Turner & Townsend, Inc., as follows:

4.1

| FIRM | HOME OFFICE OVERHEAD RATE | FIELD OFFICE OVERHEAD RATE |
|-------------------------|---------------------------|----------------------------|
| Turner & Townsend, Inc. | N/A | N/A |

b. **Paragraph 7, Direct Labor Rates,** is hereby deleted in its entirety and replaced with the following:

7. **THE APPROVED DIRECT BASE LABOR RATES ARE AS FOLLOWS:**

| CLASSIFICATION | RANGE OF RATES | |
|--------------------------------------|----------------|----------|
| Activation Coordinator | \$51.60 | \$72.24 |
| Baggage Handling System Lead | \$61.92 | \$92.88 |
| Baggage Handling System QA Inspector | \$51.60 | \$77.40 |
| Commissioning Field Engineer | \$46.44 | \$67.08 |
| Construction Manager | \$80.50 | \$90.82 |
| Cost Control Engineer | \$35.00 | \$55.00 |
| Design Manager/SEP | \$67.08 | \$87.72 |
| Document Control | \$30.96 | \$51.60 |
| Estimator | \$36.12 | \$56.76 |
| Estimator Lead | \$56.76 | \$77.40 |
| First Source Hire Program (Admin) | \$15.48 | \$36.12 |
| Intern | \$15.48 | \$25.80 |
| MEP & Commissioning Coordinator | \$51.60 | \$72.24 |
| Office Engineer I | \$20.00 | \$30.00 |
| Office Engineer II | \$25.00 | \$40.00 |
| Office Engineer III | \$36.12 | \$56.76 |
| Project Controls Manager | \$67.08 | \$87.72 |
| Project Manager | \$80.50 | \$101.14 |
| QA/Code Compliance Coordinator | \$61.92 | \$82.56 |
| Resident Engineer I | \$35.00 | \$55.00 |
| Resident Engineer II | \$50.00 | \$70.00 |
| Resident Engineer III | \$61.92 | \$82.56 |
| Risk Manager | \$75.00 | \$85.00 |
| Safety Coordinator | \$51.60 | \$72.24 |
| Scheduler | \$36.12 | \$56.76 |

| | | |
|------------------------------------|---------|---------|
| Security Special Systems Lead | \$70.18 | \$90.82 |
| Senior Cost Control | \$51.60 | \$72.24 |
| Senior Scheduler | \$56.76 | \$77.40 |
| Special Inspections | \$36.12 | \$56.76 |
| Sustainability Support Coordinator | \$46.44 | \$67.08 |
| Tenant/Concession Coordinator | \$51.60 | \$72.24 |

TURNER & TOWNSEND, INC. (LUMP SUM)





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|---|--|------------------|
| Risk Documentation | | \$43,368 |
| Risk management for Southfield/Plot 700 Projects | | \$99,304.02 |
| QSRA, including risk assessment of proposed new phasing options | | \$28,615.50 |
| Established contingency and Terminal Baseline Schedule | | \$45,784.62 |
| Workshops for Risks Owners and Terminal QSRA | | \$15,577.56 |
| TOTAL LUMP SUM | | \$232,650 |
| ODC Allowance (Not-to-Exceed)* | | \$50,000 |

* Contractor's utilization of the Other Direct Cost (ODC) allowance shall be reviewed and pre-approved at the sole discretion of the Airport.

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 |
|--|--|
| AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO | |
| By:  Ivar C. Satero, Airport Director |  Authorized Signature Michael G. Gasparro Vice President |
| Approved as to Form: Dennis J. Herrera City Attorney |  Authorized Signature Ismael G. Puga President |
| By:  Heather Wolnick Deputy City Attorney | ACJV 300 California Street, Suite 400 San Francisco, California 94104 96735 City Vendor Number 47-2360840 Federal Employer ID Number |