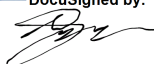
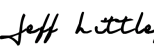


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Enrique Guadalupe
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Cynthia Avila
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**City and County of San Francisco
 Airport Commission
 P.O. Box 8097
 San Francisco, California 94128**

Modification No. 1

This Modification is made this 17th day of October, 2022, in the City and County of San Francisco, State of California, by and between: SP Plus Corporation, P. O. Box 280567, San Francisco, CA 94128-0567 (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

- A. The Commission wishes to operate its comprehensive Curbside Management Program for the San Francisco International Airport (the “Airport” or “SFO”); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On January 4, 2021, the Commission issued a Request for Proposals (“RFP”) procured as required by San Francisco Administrative Code (“Administrative Code”) Section 21.1 through 21.4; and
- D. On July 20, 2021, by Resolution No. 21-0153, the Commission awarded this Agreement to the Contractor for a three-year term in an amount not-to-exceed \$20,700,000; and
- E. On September 28, 2021, by Resolution No. 450-21, the San Francisco Board of Supervisors (“BOS”) approved the Agreement but reduced the not-to-exceed amount to \$20,100,000 under San Francisco Charter Section 9.118; and
- F. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the hourly rate for some classifications and remove some of the references to shared ride vans in appendices; and
- G. There is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 47641-20/21 on January 4, 2021; and
- I. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement.

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

1. Section 1.2 Agreement is replaced as follows:

1.2 “Agreement” means the contract document dated July 20, 2021, including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into the Agreement.

2. **Section 4.2 Qualified Personnel** is replaced in its entirety with the following:

4.2 Personnel

4.2.1 **Qualified Personnel.** Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.2.2 Contractor Vaccination Policy.

(a) Contractor acknowledges that it has read the requirements of Airport Operations Bulletin (AOB) 21-11, "Update to Vaccination Requirement for On-Site Personnel" which can be found here: <https://sfoconnect.com/airport-operations-bulletins>.

(b) In accordance with AOB 21-11, or any superseding AOB on the same subject, Contractor agrees that:

(i) Where applicable, Contractor shall ensure it complies with the requirements of the AOB and insure all on-site personnel are either fully vaccinated for COVID-19 or obtain from Contractor an exemption based on medical or religious grounds; and

(ii) If Contractor grants an employee an exemption, the Contractor must establish a protocol for COVID-19 testing and reporting, and comply with all other requirements of the AOB.

3. **Section 11.1 Notices to the Parties** is amended to updated the new City contact as listed below:

To City: Daniel Pino, Senior Transportation Planner, San Francisco International Airport,
PO Box 8097, San Francisco, CA 94128-8097, 650-821-6514,
daniel.pino@flysfo.com

4. **Appendix A, 2. Staging Area Operations** is amended as follows:

2. **Staging Area Operations.** Contractor will staff and oversee ground transportation staging lots for the following modes:

- Limousine
- Taxi
- Transportation Network Company (TNC)
- Auxiliary as-needed

These lots are subject to modification as ground transportation modes shift. The minimum staffing is one (1) monitor for each lot: Taxi staging lot #2, and TNC staging lot#1, daily from 8:00 AM to midnight, including weekends and holidays. As passenger demand returns, additional staffing and/or lots including but not limited to Limousine staging lot, Taxi staging lots #1, 3, and 4, and TNC staging lots # 2 and 3 may also be required daily from 8:00 AM to midnight. Additional monitoring staff will be at the discretion of the Airport based on discussions of operational conditions with the Contractor. The auxiliary as-needed lot will be activated on an as-needed basis and may be monitored by a rover employee or

adjacent staging lot monitor. The daily hours are subject to change at the discretion of the Airport. The Airport may request rover employees to make passing calls and monitor the cell phone lot.

5. Appendix A, 2.1 Duties of Staging Area Monitors is replaced in its entirety as follows:

2.1 Duties of Staging Area Monitors. The duties of Staging Area Monitors include, but are not limited to, the following:

- Ensuring operator compliance with the Airport’s Rules and Regulations
- Ensuring operator compliance with Standard Operating Procedures
- Vehicle management to ensure a sufficient supply of vehicles to service customers
- Friendly and professional customer service
- Monitor porta-potties for serviceability and cleanliness
- Maintain cleanliness of the interior and exterior of TNC and the Limo staging lots, including but not limited to sweeping litter, removing trash/debris, removing graffiti, minimizing floor stains, and reporting on lot conditions (cleaning hours may vary and are subject to change at the discretion of the Airport)
- Providing Airport staff with observation reports
- Use technology interfaces as directed to ensure smooth operation of the lots, either through data tracking, check-ins, or other processes

6. Appendix A, 7 Customer Service is replaced in its entirety as follows:

7. Customer Service. The Airport’s CMP serves commercial operators and the travelling public. In all communications with commercial operators and members of the public, Contractor’s employees shall be knowledgeable, professional and courteous. In order to ensure the best customer service, Contractor shall:

- Hire a neutral third-party contractor to develop, monitor and administer a mystery shopper program once per month.
- Respond to comments and complaints from the public, Airport staff, or GTOs in a timely manner.
- Ensure that loading zones and staging lots are maintained in a clean condition and free of litter.
- Distribute Airport-provided postage-paid comment cards to passengers as directed by Airport staff.
- Conduct an initial and annual review of all employees to ensure that they do not have a financial, legal, or any other business/commercial interest in any commercial transportation operation doing business at SFO, including charter bus/vans, limousines, scheduled airporters, taxicab operators (including entities holding or having a business/commercial interest in San Francisco taxicab medallions), and TNCs. Note that no Contractor employee may also be a driver for any commercial mode operating at SFO.

7. Appendix B, 2a. Reimbursable costs is amended to update what is covered under “Uniforms” as: Uniforms (Purchase, rental, cleaning, and uniform shoes).

8. Appendix B, 3. Labor Costs is replaced in its entirety with the following:

3. Labor Costs - include the hourly wage and all benefits costs associated with each position.

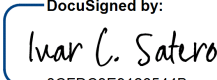
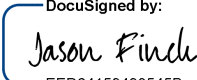
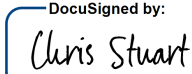
Labor Costs Per Employee																
Front Line Staff					*Note costs per hour OR per month based on what will actually be paid on an employee's behalf											
Position Title	No. of Full-Time Positions	Hourly Wage	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability
Taxi/Transportation Network Companies (TNC) Supervisors	6-7	\$27.78	27-48	EE Only	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$4.25	\$8.16	\$400.89	\$607.00	\$2.30	\$0.00
				EE + 1	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$4.25	\$8.16	\$400.89	\$607.00	\$2.30	\$0.00
				EE + 2	\$1,716.00	\$1,716.00	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Taxi/Transportation Network Companies (TNC) Dispatchers	26-38	\$23.97	27-48	EE Only	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$2.55-\$2.80	\$8.16	\$345.79	\$523.57	\$2.30	\$0.00
				EE + 1	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$2.55-\$2.80	\$8.16	\$345.79	\$523.57	\$2.30	\$0.00
				EE + 2	\$1,716.00	\$1,716.00	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Administrative Assistants	2	\$21.54	17-32	EE Only	\$626.55-\$1,062.58	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$0-\$2.80	\$8.16	\$310.87	\$470.70	\$2.30	\$0.00
				EE + 1	\$626.55-\$1,062.58	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$0-\$2.80	\$8.16	\$310.87	\$470.70	\$2.30	\$0.00
				EE + 2	\$1,716.73	\$1,716.73	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Shared Ride Van (SRV)/Limo Supervisors	1	\$24.42-\$25.15	25-47	EE Only	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$1.45	\$8.16	\$359.79	\$544.76	\$2.30	\$0.00
				EE + 1	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$1.45	\$8.16	\$359.79	\$544.76	\$2.30	\$0.00
				EE + 2	\$1,716.00	\$1,716.00	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Shared Ride Van (SRV)/Limo Monitors	1	\$18.74-\$19.66	25-47	EE Only	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$1.45	\$8.16	\$281.26	\$425.86	\$2.30	\$0.00
				EE + 1	\$593.87	\$1,187.54	\$38.25	\$72.25	\$4.06	\$8.16	\$1.45	\$8.16	\$281.26	\$425.86	\$2.30	\$0.00
				EE + 2	\$1,716.00	\$1,716.00	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Supervisor Staff					*Note costs per hour OR per month based on what will actually be paid on an employee's behalf											
Position Title	No. of Full-Time Positions	Hourly Wage	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance / AD&D	Monthly Disability
General Manager	1	\$61.90	16-31	EE Only	\$892.10	\$1,224.74-\$1,485.18	\$38.25	\$72.25	\$4.06	\$8.16	\$268.24	\$268.24	\$898.77	\$1,360.84	\$29.61	\$36.57
				EE + 1	\$892.10	\$1,224.74-\$1,485.18	\$38.25	\$72.25	\$4.06	\$8.16	\$268.24	\$268.24	\$898.77	\$1,360.84	\$29.61	\$36.57
				EE + 2	\$1,993.34	\$1,993.34	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Assistant General Manager	1	\$39.02-\$40.19	16-31	EE Only	\$593.87-\$892.10	\$1,187.54-\$1,485.18	\$38.25	\$72.25	\$4.06	\$8.16	\$174.16	\$174.16	\$574.92	\$870.49	\$18.67	\$23.13
				EE + 1	\$593.87-\$892.10	\$1,187.54-\$1,485.18	\$38.25	\$72.25	\$4.06	\$8.16	\$174.16	\$174.16	\$574.92	\$870.49	\$18.67	\$23.13
				EE + 2	\$1,716.73-\$1,993.34	\$1,716.73-\$1,993.34	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				
Curbside Shift Managers	1	\$28-\$33.50	16-31	EE Only	\$593.87-\$892.10	\$1,187.54-\$1,485.18	\$38.25	\$72.25	\$4.06	\$8.16	\$145.17	\$145.17	\$488.72	\$739.98	\$15.87	\$19.68
				EE + 1	\$593.87-\$892.10	\$1,187.54-\$1,485.18	\$38.25	\$72.25	\$4.06	\$8.16	\$145.17	\$145.17	\$488.72	\$739.98	\$15.87	\$19.68
				EE + 2	\$1,716.73-\$1,993.34	\$1,716.73-\$1,993.34	\$120.46	\$120.46	\$13.38	\$13.38	\$2.55-\$2.80	\$13.38				

9. **Appendix B, 4. Other Direct Costs** is amended to update the table to indicate what is covered under “Uniforms” as: Uniforms (Purchase, rental, cleaning, and uniform shoes).

10. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after January 1, 2022.

11. **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, the parties hereto have executed this Agreement on the day first mentioned above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  <small>8CFDC3E9126544B...</small> Ivar C. Satero, Airport Director	By:  <small>EE064159438545B...</small> Authorized Signature
Approved as to Form: David Chiu City Attorney	Jason Finch Senior Vice President – West Airports
By:  <small>6261DE41DFD7436...</small> Christopher Stuart Deputy City Attorney	SP Plus Corporation 200 E. Randolph Street, Ste. 7700 Chicago, IL 60601 (786) 367-2130 Federal Employer ID Number: 16-1171179 City Supplier Number: 0000010552