

File No. 191098

Committee Item No. 3

Board Item No. 11

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 20, 2019

Board of Supervisors Meeting

Date December 10, 2019

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Airport Commission Resolutions</u> |
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Completed by: Linda Wong Date November 15, 2019

Completed by: Linda Wong Date November 26, 2019

1 [Airport Professional Services Agreement Modification - Faith Group, LLC - Airport Security  
2 Infrastructure Program - Not to Exceed \$17,381,359]

3 **Resolution approving Modification No. 11 to Airport Contract No. 10511.41, Program**  
4 **Management Support Services for the Airport Security Infrastructure Program, with**  
5 **Faith Group, LLC, to increase the Contract amount by \$3,279,901 for a new not to**  
6 **exceed amount of \$17,381,359 with no changes to the term, for services through**  
7 **December 31, 2021, to commence following Board approval, pursuant to Charter,**  
8 **Section 9.118(b).**

9  
10 WHEREAS, The Airport Security Infrastructure Program ("Program") is enhancing the  
11 Airport's security systems based on a prioritized set of recommendations established in the  
12 Airport's Security Implementation Master Plan; and

13 WHEREAS, The Program includes three projects for the Airport-wide improvement and  
14 expansion of security infrastructure to increase safety and security of the Airport's assets,  
15 operations, and technology; the projects are the Internet Protocol Camera Coverage Project,  
16 Access Control System Improvements Project, and the Perimeter Intrusion Detection System  
17 Project; all three projects are being performed under one design-build contract; and

18 WHEREAS, On September 1, 2015, by Resolution No. 15-0170, the Commission  
19 awarded Contract No. 10511.41, Program Management Support Services for the Airport  
20 Security Infrastructure Program ("Contract"), to Faith Group, LLC in the not to exceed amount  
21 of \$2,671,000 for the first year of services, and authorized the Faith Group, LLC to proceed  
22 with Phase I of the Perimeter Intrusion Detection System Project for preliminary planning  
23 services; and  
24  
25

1           WHEREAS, The Contract scope of work includes program-level management, design  
2 and construction management services, project controls, contract administration, cost  
3 estimating services, and field inspection for the Program; and

4           WHEREAS, On February 2, 2016, by Resolution No. 16-0045, the Commission  
5 approved Modification No. 1, authorizing the Faith Group, LLC to proceed with Phase II of the  
6 Perimeter Intrusion Detection System Project; and

7           WHEREAS, Effective March 2, 2016, the Airport Director executed Modification No. 2,  
8 updating overhead rates and labor rates with no changes to the Contract amount or term; and

9           WHEREAS, On July 19, 2016, by Resolution No. 16-0210, the Commission approved  
10 Modification No. 3, increasing the Contract not to exceed amount to \$5,660,142 for services  
11 through October 15, 2017; and

12           WHEREAS, On June 20, 2017, by Resolution No. 17-0154, the Commission approved  
13 Modification No. 4, increasing the Contract not to exceed amount to \$9,820,795 for services  
14 through August 15, 2018; and

15           WHEREAS, Effective September 1, 2017, the Airport Director executed Modification  
16 No. 5, adding a new sub-consultant and updating overhead rates and labor rates with no  
17 changes to the Contract amount or term; and

18           WHEREAS, On March 6, 2018, by Resolution No. 18-0054, the Commission approved  
19 Modification No. 6, increasing the Contract not to exceed amount to \$14,629,565 for services  
20 through December 31, 2019; and

21           WHEREAS, On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors  
22 approved Modification No. 6 increasing the Contract not to exceed amount to \$13,741,320 for  
23 services through December 31, 2019; and

24           WHEREAS, Effective September 1, 2018, the Airport Director executed Modification  
25 No. 7, updating labor rates with no changes to the Contract amount or term; and

1           WHEREAS, Effective March 20, 2019, the Airport Director executed Modification No. 8,  
2 updating a sub-consultant's name with no changes to the Contract amount or term; and

3           WHEREAS, Effective June 17, 2019, the Airport Director executed Modification No. 9,  
4 adding a new sub-consultant and updating overhead rates and labor rates with no changes to  
5 the Contract amount or term; and

6           WHEREAS, On October 1, 2019, by Resolution No. 19-0253, the Commission  
7 approved Modification No. 10, increasing the Contract not to exceed amount to \$14,101,458  
8 for services through December 31, 2021; and

9           WHEREAS, Also, on October 1, 2019, by Resolution No. 19-0254, the Commission  
10 approved Modification No. 11, increasing the Contract not to exceed amount to \$17,381,359  
11 with no change to the Contract term; and

12           WHEREAS, Charter, Section 9.118(b) provides that modifications exceeding \$500,000  
13 for agreements entered into by a department, board, or commission requiring anticipated  
14 expenditures of ten million dollars or more, shall be subject to approval by the Board of  
15 Supervisors by resolution; now, therefore, be it

16           RESOLVED, That the Board of Supervisors hereby approves Modification No. 11 to  
17 Airport Contract No. 10511.41, Program Management Support Services for the Airport  
18 Infrastructure Security Program, with Faith Group, LLC, increasing the Contract amount by  
19 \$3,640,039 for a new total Contract not to exceed amount of \$17,381,359 for services through  
20 December 31, 2021; a copy of Modification No. 11 is contained in Board of Supervisors' File  
21 No. 191098 along with the Contract and all previously executed modifications; and, be it

22           FURTHER RESOLVED, That within thirty (30) days of Modification No. 11 being fully  
23 executed by all parties, the Commission shall provide a copy to the Clerk of the Board for  
24 inclusion in the official file.

<p><b>Item 3</b> <b>File 19-1098</b></p>	<p><b>Department:</b> San Francisco International Airport (Airport)</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>• The proposed resolution would approve Modification No. 11 to the San Francisco International Airport's (Airport) contract with Faith Group, LLC, to provide program management support services to the Airport Security Infrastructure Program, increasing the contract not-to-exceed amount by \$3,279,901, for a total not to exceed \$17,381,359, with no changes to the contract term.</li> </ul>	
<p style="text-align: center;"><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>• The Airport Security Infrastructure Program is a \$197 million program, consisting of migrating to a singular access control system, adding camera systems to areas throughout the Airport, and providing a security network infrastructure system for future implementation of the security systems.</li> <li>• The Airport selected Faith Group, LLC, to provide program management support services following a competitive solicitation. The scope of work included design and construction management services, project controls, contract administration, cost estimating services, and field inspection of Airport infrastructure. The contract has since been modified 10 times, increasing the not to exceed amount to \$14,101,458 and extending the term through December 31, 2021.</li> <li>• The Airport originally selected one design-build contractor to design and construct the security infrastructure (for which Faith Group provides program management support services). Subsequently, the Airport entered into a separate design-build contract to complete the Internet Protocol Camera Coverage Project phase of the Airport Security Infrastructure Program. The change in the Internet Protocol Camera Coverage Project extended the construction phase by approximately two years to late 2021. Additional funding is now needed for the Faith Group contract to provide continued program management support services through the extended construction phase.</li> </ul>	
<p style="text-align: center;"><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>• The proposed Modification No. 11 would increase the not-to-exceed amount of the contract by \$3,279,901, for a total not to exceed \$17,381,359. Sufficient funding is available in the FY 2019-20 Airport Capital budget.</li> <li>• The total budget for the Airport Security Infrastructure program is \$197,438,379. To date, the Airport has spent \$141,425,143 and encumbered \$5,927,870.</li> </ul>	
<p style="text-align: center;"><b>Recommendation</b></p>	
<ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

**BACKGROUND**

In 2015, the San Francisco International Airport (Airport) hired consultants to develop a Security Implementation Master Plan. The Security Implementation Master Plan provided a series of recommendations to improve security. Some recommendations, such as checkpoint improvements, have already been constructed by the Airport. Based on the Security Implementation Master Plan, the Airport decided to (1) migrate to a singular access control system, (2) add camera systems to areas throughout the Airport, and (3) provide a security network infrastructure system for future implementation of the security systems. The Airport decided to combine these improvements into one program, the Security Infrastructure Program.

The Airport entered into a contract with Faith Group LLC, following a competitive selection process, from October 19, 2015 through October 18, 2016, and an amount not to exceed \$2,671,000, to provide program management to the Security Infrastructure program. The scope of work included design and construction management services, project controls, contract administration, cost estimating services, and field inspection of Airport infrastructure.

Under the initial contract, Faith Group was to provide program management support services to the Airport Security Infrastructure Program, including three projects:

1. Access Control Improvements Project: the Airport introduced a new access control system during Terminal 2 construction to replace the aging legacy system, and all subsequent construction projects at the Airport included installation of this system. The Access Control Systems Improvement Project will remove the remaining legacy nodes and replace them with the new system devices.
2. Internet Protocol Camera Coverage Project: the Airport will add over 450 cameras to provide coverage in areas of known deficiency, largely within Terminal spaces and perimeter areas.
3. The Perimeter Intrusion Detection System: the Airport is implementing a new radar perimeter system to create a virtual fence line offshore from the waterside perimeter.

The contract has since been amended 10 times, as shown in Table 1 below:

**Table 1: Faith Group Contract Modifications**

No.	Date	Approval Type	Description
1	2/2/2016	Airport Commission	Authorization to proceed with Phase II of Perimeter Intrusion Detection System <sup>1</sup>
2	3/2/2016	Administrative	Amendment of overhead and billing rates
3	7/19/2016	Airport Commission	Extended term by one year through October 15, 2017, and increased not-to-exceed amount by \$2,989,142, for a total of \$5,660,142
4	6/20/2017	Airport Commission	Extended term by 10 months through August 15, 2018, and increased not-to-exceed amount by \$4,160,653, for a total of \$9,820,795
5	9/1/2017	Administrative	Amendment of overhead rates, billing rates, and addition of new sub-consultant
6	7/31/2018	Board of Supervisors (File 18-0379)	Extended term by one year and five months through December 31, 2019, and increased not-to-exceed amount by \$3,920,525, for a total of \$13,741,320
7	9/1/2018	Administrative	Amendment of billing rates
8	3/20/2019	Administrative	Amendment of sub-consultant's firm name
9	6/17/2019	Administrative	Amendment of overhead rates, billing rates, and addition of new sub-consultant
10	10/1/2019	Airport Commission	Extended term by two years through December 31, 2021, and increased not-to-exceed amount by \$360,138, for a total of \$14,101,458

On October 1, 2019, the Airport Commission approved Modification Nos. 10 and 11. Modification No. 10 allowed services to continue while the Airport sought Board of Supervisors Approval for Modification No. 11, the subject of the proposed resolution.

#### **DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would approve Modification No. 11 to the Airport's contract with Faith Group, increasing the not-to-exceed amount of the contract by \$3,279,901, from \$14,101,458 approved by the Airport Commission in Modification No. 10 to \$17,381,359. Faith Group would continue to provide program management for the Airport, including construction management, cost and scheduling services, document control, construction and special inspections, and administrative support functions.

<sup>1</sup> The Perimeter Intrusion Detection System (PDIS) was divided into two phases: Phase I, consisting of the telecommunication duct bank survey, and Phase II, consisting of all-program level management services and project management services for the project.

**Increase in Airport Security Infrastructure Program**

The Airport Security Infrastructure Program budget is \$197,438,379, as shown in Table 2 below.

**Table 2: Airport Security Infrastructure Program Budget**

<b>Activity</b>	<b>Amount</b>
Airport Project Management	\$6,331,709
Planning	986,895
Design	9,456,824
Construction	163,281,592
Program Management Support (File 19-1098)	17,381,359
<b>Total</b>	<b>\$197,438,379</b>

Source: Airport

The Airport originally selected one design-build contractor to design and construct the security infrastructure. Subsequently, the Airport entered into a separate design-build contract to complete the Internet Protocol Camera Coverage Project phase of the Airport Security Infrastructure Program, increasing the number of cameras from 450 to 876. The change in the Internet Protocol Camera Coverage Project has extended the Airport Security Infrastructure Program completion date by two years, from the original completion date in November 2019 to a new completion date in approximately November/December 2021.

*Contract Term Extension*

The original Request for Proposals (RFP) stated that the program management support services contract term would be for up to five years. In order to provide program management services through completion of the Airport Security Infrastructure Program, Modification 10 to the contract extends the contract term by two years through December 2021, as shown in Table 1 above, which is approximately 14 months more than the term advertised in the in the RFP of up to five years through October 2020. According to Ms. Katarina Lam, Airport Contract Administrator, the Airport decided to extend the program management support services contract with Faith Group beyond the initial five-year term rather than issue a new RFP because it would be inefficient to change program management firms in the middle of the project.

**FISCAL IMPACT**

The proposed Modification No. 11 would increase the not-to-exceed amount of the contract by \$3,279,901, for a total not to exceed \$17,381,359. Sufficient funding is available in the Airport FY 2019-20 Capital budget to pay for the requested additional spending authority. According to Ms. Lam, the Airport expects to have expended \$13,565,103 through December 31, 2019. The contract budget is shown in Table 3 below.



**Table 3: Faith Group Contract Budget**

Item	Current Contract	Proposed Amendment	Total
Project Management	\$4,702,268	\$1,200,095	\$5,902,363
Project Controls	4,079,190	727,339	4,806,529
Field Staff	2,315,000	593,020	2,908,020
Administration	2,275,000	589,447	2,864,447
Other Direct Costs	730,000	170,000	900,000
<b>Total</b>	<b>\$14,101,458</b>	<b>\$3,279,901</b>	<b>\$17,381,359</b>

Source: Airport

Of the Airport Security Infrastructure Program budget of \$197,438,379, shown in Table 2 above, the Airport has spent \$141,425,143 and has encumbered \$5,927,870 for a total of \$147,353,013. The Airport expects to spend the rest of the money by December 2021.

### **RECOMMENDATION**

Approve the proposed resolution.

<p><b>Item 4</b> <b>File 19-1111</b></p>	<p><b>Department:</b> Mayor's Office</p>
<p><b>EXECUTIVE SUMMARY</b></p>	
<p style="text-align: center;"><b>Legislative Objectives</b></p>	
<ul style="list-style-type: none"> <li>• The proposed resolution would authorize an exclusive negotiating agreement for a future ground lease with Mercy Housing California at 155 Grove Street, 165 Grove Street, and 240 Van Ness Avenue</li> </ul>	
<p style="text-align: center;"><b>Key Points</b></p>	
<ul style="list-style-type: none"> <li>• The City owns land located at 155 Grove Street, 165 Grove Street, and 240 Van Ness Avenue, a combined set of parcels that the City considers surplus property.</li> <li>• To find an alternative use, in November 2017, the Mayor's Office released a Request for Proposals to develop the City's surplus property located at above noted address. Three responses were evaluated by a selection panel, with the proposal by Mercy Housing California and the Kelsey Group scoring the highest. The proposed project, which is still in the early design stage, is an affordable housing development specifically targeting the disabled community, with a community garden accessible to the public.</li> <li>• According to Mr. John Updike, Senior Project Manager at the Real Estate Division, the proposed exclusive negotiating agreement is necessary for Mercy Housing California and the Kelsey Group to effectively raise capital to fund predevelopment costs and to seek entitlement authorizations for the affordable housing project.</li> </ul>	
<p style="text-align: center;"><b>Fiscal Impact</b></p>	
<ul style="list-style-type: none"> <li>• According to the draft exclusive negotiating agreement, the final ground lease between the City and the developers would be \$15,000 per year and have an initial term of 75 years and one option to extend for 24 years. These terms are consistent with the City's other ground leases for affordable housing projects. The ground lease would require the development to remain affordable during the entire term.</li> <li>• The negotiating period would be 45 months, with three options to extend for 90 days each.</li> <li>• The final ground lease would be subject to Board of Supervisors' approval.</li> </ul>	
<p style="text-align: center;"><b>Recommendation</b></p>	
<ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

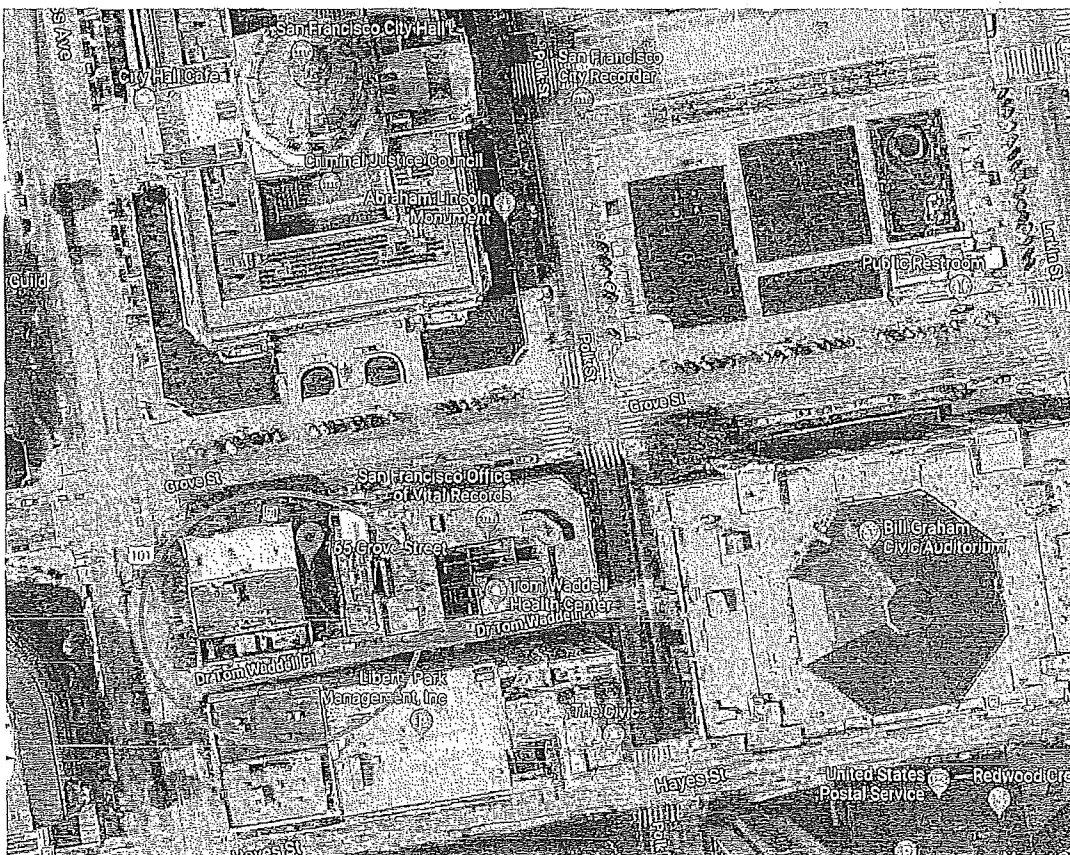
City Administrative Code Section 23.30 states that leases of City-owned property can be for less than market rent if the lease is for a proper public purpose with Board of Supervisors' approval.

City Administrative Code Section 23A.7 states the surplus City property must be evaluated by the Mayor's Office of Housing and Community Development for feasibility of affordable housing development and report such determinations to the Board of Supervisors.

**BACKGROUND**

The City owns land located at 155 Grove Street, 165 Grove Street, and 240 Van Ness Avenue, a combined set of parcels that has City storage facilities and a community garden. According to Mr. John Updike, Senior Project Manager at the Real Estate Division, neither of the storage facilities are being used by the City and the Real Estate Division considers the area surplus property. The community garden is tended to by a neighborhood gardening advocate licensed to do so by the Real Estate Division. Exhibit 1 below shows the location of the properties.

**Exhibit 1: Map of 155 Grove Street, 165 Grove Street, and 240 Van Ness Avenue**



### Selection of Project

According to Mr. Updike, the Mayor's Office of Housing and Community Development (MOHCD) evaluated the property but did not believe it could be developed for affordable housing purposes, consistent MOHCD's underwriting standards. To find an alternative use, in November 2017, the Mayor's Office released a Request for Proposals (RFP) to develop the City's surplus property located at above noted address.<sup>1</sup> Three responses were evaluated by a selection panel,<sup>2</sup> with the proposal by Mercy Housing California and the Kelsey Group scoring the highest. The proposed project, which is still in the early design stage, is an affordable housing development specifically targeting the disabled community, with a community garden accessible to the public.

### DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize an exclusive negotiating agreement for a ground lease with Mercy Housing California at 155 Grove Street, 165 Grove Street, and 240 Van Ness Avenue.

According to Mr. Updike, the proposed exclusive negotiating agreement is necessary for Mercy Housing California and the Kelsey Group to effectively raise capital to fund predevelopment costs and to seek entitlement authorizations for the affordable housing project.

### FISCAL IMPACT

According to the draft the exclusive negotiating agreement, the final ground lease between the City and the developers would be \$15,000 per year and have an initial term of 75 years and one option to extend for 24 years. The proposed lease amount is below market rate, consistent with City Administrative Code Section 23.30, which allows leases of City-owned property to be for less than market rent if the lease is for a proper public purpose subject to Board of Supervisors' approval. The exclusive negotiating agreement's proposed ground lease rent of \$15,000 per year is consistent with the City's other ground leases for affordable housing projects. The ground lease would require the development to remain affordable during the entire term.

The negotiating period would be 45 months, with three options to extend for 90 days each.

The final ground lease would be subject to Board of Supervisors' approval.

### RECOMMENDATION

Approve the proposed resolution.

<sup>1</sup> The City's surplus property was identified in a global RFP ("Reinventing Cities") under the Cities Climate Leadership Group (C40), a global local government effort to address climate change. San Francisco identified two surplus properties in that RFP: Civic Center (subject of this legislation) and Hallidie Plaza (no proposal received has been accepted).

<sup>2</sup> The selection panel consisted City staff, private sector architects, a professor of architecture at the University of California Berkeley, and an affordable housing developer that operates in San Francisco.

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

**Modification No. 11**

**Contract No. 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made effective as of October 1, 2019, in San Francisco, California, by and between **Faith Group, LLC** ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not to exceed \$2,671,000; and
- D. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- E. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and update the overhead rates and billing rates through Modification No. 2; and
- F. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 extending the term of the Agreement through October 15, 2017 and increasing the contract amount by \$2,989,142 for a new total contract amount not to exceed \$5,660,142; and
- G. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 extending the term of the Agreement through August 15, 2018 and increasing the contract amount by \$4,160,653 for a new total contract amount not to exceed \$9,820,795. A new sub-consultant was also incorporated through Modification No. 4; and
- H. On September 1, 2017, City and Contractor administratively modified the Agreement to update the overhead rates, billing rates, and to incorporate a new sub-consultant through Modification No. 5; and
- I. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 extending the term of the Agreement through December 31, 2019 and increasing the contract amount by \$4,808,770 for a new total contract amount not to exceed \$14,629,565; and
- J. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount

by \$888,245 for a new total not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and

K. On September 1, 2018, City and Contractor administratively modified the Agreement to update the billing rates through Modification No. 7; and

L. On March 20, 2019, City and Contractor administratively modified the Agreement to update the overhead rates through Modification No. 8; and

M. On June 17, 2019, City and Contractor administratively modified the Agreement to update the overhead rates and billing rates and update the Agreement to maintain consistency with statutory, Code, and San Francisco ordinances effecting contracting, and other applicable standard changes to City contracts that occurred since execution of the Agreement, through Modification No. 9; and

N. On October 1, 2019, by Resolution No. 19-0253, the Commission approved Modification No. 10 extending the term of the Agreement through December 31, 2021 and increasing the contract amount by \$360,138 for a new total contract amount not to exceed \$14,101,458; and

O. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount; and

P. On October 1, 2019, by Resolution No. 19-0254, the Commission approved this Modification to the Agreement to increase the contract amount by \$3,279,901 for a new total not-to-exceed amount of \$17,381,359; and

Q. On [insert date], by Resolution No. [insert resolution number], the Board of Supervisors approved this Modification to the Agreement under San Francisco Charter Section 9.118; and

R. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; and

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

Now, THEREFORE, Contractor and 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:

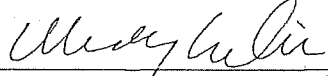
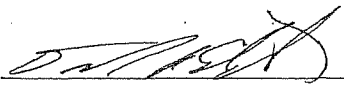
Modification No. 1,	dated February 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017,
Modification No. 6,	dated March 6, 2018,
Modification No. 7,	dated September 1, 2018,
Modification No. 8,	dated March 20, 2019,
Modification No. 9,	dated June 17, 2019, and
Modification No. 10,	dated October 1, 2019.

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

2. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed \$3,279,901 for a new total not-to-exceed amount of \$17,381,359.

3. **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:	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143
By _____ C. Corina Monzón, Secretary Airport Commission	City Supplier ID: 0000020321
Resolution No: 19-0254	Federal Employer ID Number: 20-0568153
Adopted on: October 1, 2019	
Approved as to Form:  Dennis J. Herrera City Attorney	
By  _____ Daniel A. Edington Deputy City Attorney	



AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 19-0254

**APPROVAL OF MODIFICATION NO. 11 TO PROFESSIONAL SERVICES  
CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR  
THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP,  
LLC, INCREASING THE CONTRACT AMOUNT BY \$3,279,901 FOR A TOTAL  
CONTRACT NEW CONTRACT NOT-TO-EXCEED AMOUNT OF \$17,381,359 WITH  
NO CHANGE TO THE CONTRACT DURATION**

- WHEREAS, the Airport Security Infrastructure Program (ASIP) is enhancing security systems based on a prioritized set of recommendations established in the Airport's Security Implementation Master Plan; and
- WHEREAS, on September 1, 2015, by Resolution No. 15-0170, the Commission awarded a Contract to Faith Group, LLC for Program Management Support Services for the ASIP, in an amount not to exceed \$2,671,000 for first year of services; and
- WHEREAS, on February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 for authorization to proceed with Phase II of the Perimeter Intrusion Detection System Project; and
- WHEREAS, by administrative Modification No. 2, dated March 2, 2016, Staff amended the Contract to update labor classifications; and
- WHEREAS, on July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 in an amount of \$2,989,142 for the second year of services through October 15, 2017; and
- WHEREAS, on June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 in an amount of \$4,160,653 for the third year of services through August 15, 2018; and
- WHEREAS, by administrative Modification No. 5, dated September 1, 2017, Staff amended the Contract to add new sub-consultants; and
- WHEREAS, on March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 in an amount of \$4,808,770 for the fourth year of services through December 31, 2019; and
- WHEREAS, on July 31, 2018, by Resolution No. 281-18, the San Francisco Board of Supervisors approved Modification No. 6 to the Contract under San Francisco Charter Section 9.118 but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320; and

AIRPORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION NO. 19-0254

WHEREAS, by administrative Modification No. 7, dated September 1, 2018, Staff amended the Contract to modify billing rates; and

WHEREAS, by administrative Modification No. 8, dated March 20, 2019, Staff amended the Contract to modify a sub-consultant's firm name; and

WHEREAS, by administrative Modification No. 9, dated June 17, 2019, Staff amended the Contract to modify overhead rates, billing rates, and add a new sub-consultant; and

WHEREAS, on October 1, 2019, by Resolution No. 19-0253, the Commission approved Modification No. 10 in the amount of \$360,138 for services through December 31, 2021; and

WHEREAS, this Modification No. 11 increases the Contract amount by \$3,279,901 for a new Contract amount not to exceed \$17,381,359 with no change to the contract duration; and

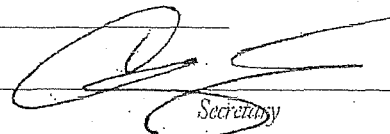
WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise subcontractor participation requirement of 18% for this Contract and Faith Group, LLC has committed to meeting that requirement; now, therefore, be it

RESOLVED, that the Commission hereby approves Modification No. 11 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC, in an amount of \$3,279,039 for a new Contract amount not to exceed \$17,381,359 with no change to the Contract duration; and, be it further

RESOLVED, that the Commission hereby directs the Commission Secretary to seek Board of Supervisors' approval of Modification No. 11 consistent with San Francisco Charter Section 9.118(b).

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*  
OCT 01 2019  
*at its meeting of*

  
Secretary



San Francisco International Airport

**MEMORANDUM**

October 1, 2019

19-0253

TO: AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Malcolm Yeung

19-0254

OCT 01 2019

FROM: Airport Director

SUBJECT: Approval of Modification Nos. 10 and 11 to Professional Services Contract No. 10511.41, Project Management Support Services for the Airport Security Infrastructure Program

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NOS. 10 AND 11 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP, LLC, TO INCREASE THE CONTRACT AMOUNT BY \$3,640,039 FOR A NEW CONTRACT NOT-TO-EXCEED AMOUNT OF \$17,381,359 AND EXTENDING THE CONTRACT DURATION FOR SERVICES THROUGH DECEMBER 31, 2021.

**Executive Summary**

The Program is enhancing security systems based on a prioritized set of recommendations established in the Airport's Security Implementation Master Plan. It includes three distinct projects for Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology.

This Contract provides Program Management Support Services (PMSS) for the Program, which include cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

This proposed action approves the full not-to-exceed Contract amount of \$17,381,359 and the full Contract duration through December 31, 2021.

Faith Group, LLC provides PMSS for the Airport Security Infrastructure Program (ASIP). Delays in the design-build effort and the improvement and expansion of security infrastructure through the Closed Circuit Television Enhancement and Additions Capital Improvement Project No. 11442 (CCTV Project) have created the need for additional PMSS services. Modification No. 10 to Contract No. 10511.41 increases the Contract Amount by \$360,138 and Contract duration for services through December 31, 2021. Modification No. 11 increases the Contract

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO  
LONDON N. BREED MAYOR LARRY MAZZOLA PRESIDENT LINDA S. CRAYTON VICE PRESIDENT

THIS PRINT COVERS CALENDAR ITEM NO. 12  
ELEANOR JOHNS RICHARD J. GUGGENHIME MALCOLM YEUNG IVAR C. SATERO AIRPORT DIRECTOR

amount by \$3,279,901 for a new total Contract not-to-exceed amount of \$17,381,359 with no change to the Contract duration. If the Commission approves Modification No. 10, the blank in the proposed Resolution approving Modification No. 11 will be filled in with the appropriate Resolution number.

Modification No. 11 causes the Contract to exceed the current Board of Supervisors approval. Modification No. 11 requires a new approval by the Board of Supervisors. Modification No. 10 will extend the Contract duration to accommodate the time required for Board of Supervisors approval.

### **Background**

On September 1, 2015, by Resolution No. 15-0170, the Commission awarded Contract No. 10511.41 to Faith Group, LLC in a not-to-exceed amount of \$2,671,000 for the initial year of services. This Contract provides PMSS for the ASIP, which includes cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

The Commission previously approved Contract Modification Nos. 1, 3, 4 and 6 to increase the Contract not-to-exceed amount to \$13,741,320 and extend the Contract duration to four years and two months. Modification Nos. 2, 5, 7, 8 and 9 were administrative modifications to adjust labor rates and add new sub-consultants with no change to the contract amount or duration.

Together, Modification Nos. 10 and 11 increase the Contract to the full not-to-exceed amount of \$17,381,359 for six years and two months of services.

Modification No. 10 would increase the Contract amount by \$360,138 and extend the Contract duration from January 1, 2020 to December 31, 2021 to allow services to continue while seeking approval by the Board of Supervisors of Modification No. 11.

Modification No. 11 would increase the Contract to the full not-to-exceed amount of \$17,381,359 with no change to the Contract duration. Modification No. 11, pending Commission approval, will cause the Contract to exceed the current Board of Supervisors approval. Staff will seek a new approval from the Board of Supervisors as required by the San Francisco Charter Section 9.118(b) for the full not-to-exceed amount of the Contract.

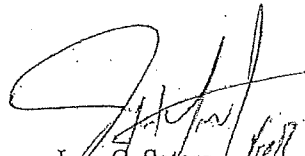
Staff will periodically review and adjust the staffing provided by this Contract based on the dynamic needs of the Project. Staff will report to the Commission periodically on the performance of this consultant team through off-calendar memoranda. Staff will evaluate performance based on retention of key personnel and the proficiency of the consultant to provide project management support services to assist in the delivery of the Project on budget and on schedule.

The full not-to-exceed Contract amount is within the budget for this Contract and is funded from the Ascent Program – Phase 1 under the Airport's Capital Improvement Plan.

The City's Contract Monitoring Division has approved an 18% Local Business Enterprise sub-consultant participation requirement for this Contract. Faith Group, LLC has committed to meeting this requirement.

**Recommendation**

I recommend the Commission approve Modification Nos. 10 and 11 to Professional Services Contract No. 10511.41, Project Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC, to increase the Contract amount by \$3,640,039 for a new not-to-exceed amount of \$17,381,359 and extend the Contract duration for services through December 31, 2021.



Ivar C. Salerno  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Chief Development Officer  
Planning, Design & Construction

Attachments

**ATTACHMENT A**  
**SUMMARY OF COMMISSION ACTIONS**

October 1, 2019

Contract No. 10511.41 - Program Management Support Services for the Airport Security Infrastructure Program  
Faith Group, LLC  
Modification Nos. 10 & 11

Date	Modification No.	Resolution No.	Description	Scope	Amount
9/1/2015	-	15-0170	Award of Contract	Program Management Support Services	\$2,671,000
2/2/2016	1	16-0045	Authorization of Phase II	Authorization to proceed with Phase II of Perimeter Intrusion Detection System	\$0
3/2/2016	2	-	Administrative Modification	Amendment of overhead rates and billing rates	\$0
7/19/2016	3	16-0210	Annual Renewal	Annual renewal for the second year of services	\$2,989,142
6/20/2017	4	17-0154	Annual Renewal	Annual renewal for the third year of services	\$4,160,653
9/1/2017	5	-	Administrative Modification	Amendment of overhead rates, billing rates, and addition of new sub-consultant	\$0
3/6/2018	6	18-0054	Annual Renewal	Annual renewal for the fourth year of services	\$4,808,770
7/31/2018	-	281-18	Board of Supervisors	Board of Supervisor Action Reso No, 281-18	(\$888,245)
9/1/2018	7	-	Administrative Modification	Amendment of billing rates	\$0

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**ATTACHMENT A**  
**SUMMARY OF COMMISSION ACTIONS**  
 October 1, 2019

Contract No. 10511.41 - Program Management Support Services for the Airport Security Infrastructure Program  
 Faith Group, LLC  
 Modification Nos. 10 & 11

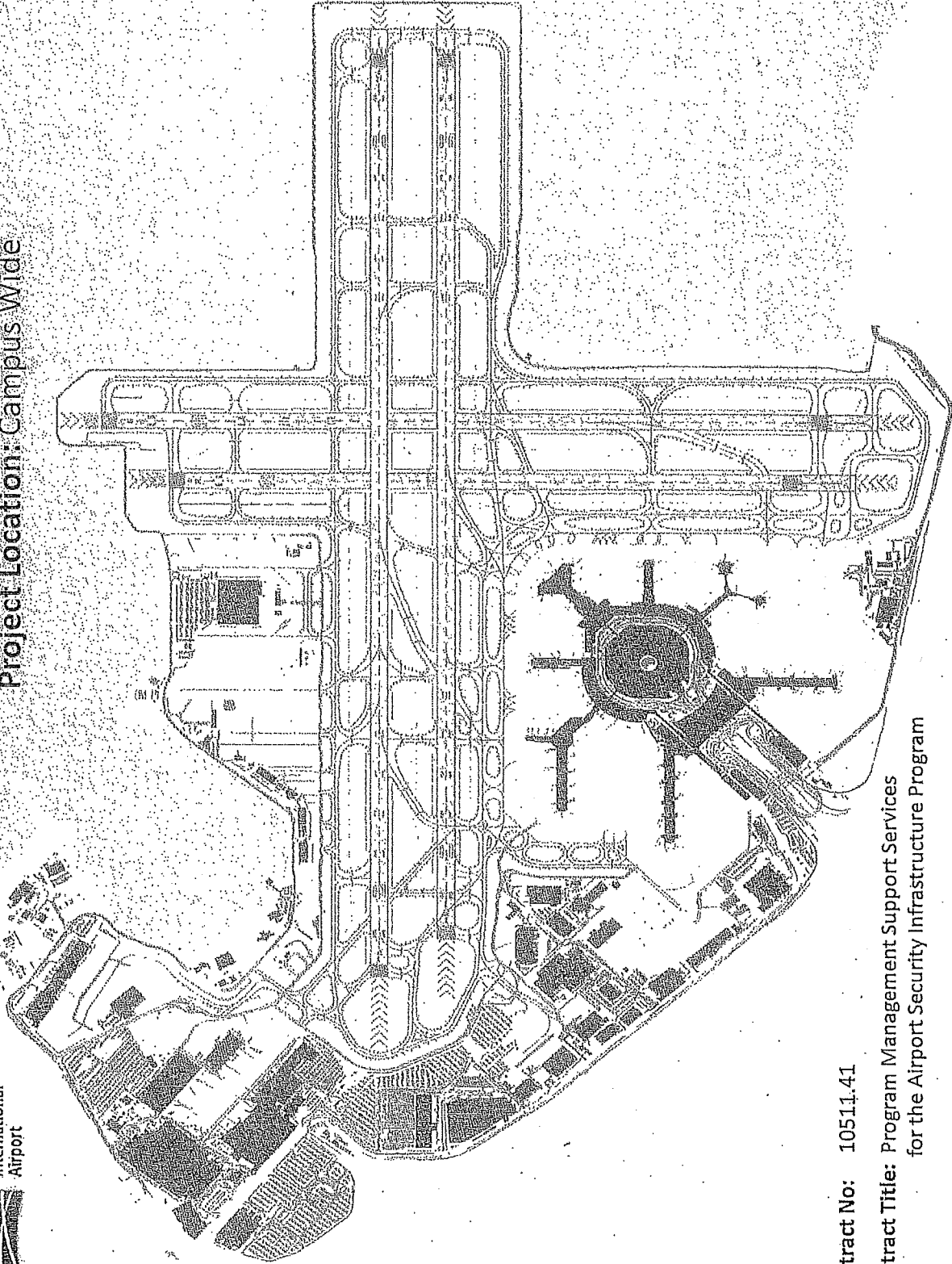
Date	Modification No.	Resolution No.	Description	Scope	Amount
3/20/2019	8	-	Administrative Modification	Amendment of sub-consultant's firm name	\$0
6/17/2019	9	-	Administrative Modification	Amendment of overhead rates, billing rates, and addition of new sub-consultant	\$0

<b>Contract As-Modified to Date</b>	<b>\$13,741,320</b>
Proposed Contract Modification No. 10 Amount	<u>\$360,138</u>
Proposed Contract Modification No. 11 Amount	<u>\$3,279,901</u>
<b>Proposed Modified Contract Amount</b>	<b>\$17,381,359</b>

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Project Location: Campus Wide



Contract No: 10511.41

Contract Title: Program Management Support Services  
for the Airport Security Infrastructure Program



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

**Modification No. 10**

**Contract No. 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made effective as of October 1, 2019, in San Francisco, California, by and between **Faith Group, LLC** ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not to exceed \$2,671,000; and
- D. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- E. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and update the overhead rates and billing rates through Modification No. 2; and
- F. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 extending the term of the Agreement through October 15, 2017 and increasing the contract amount by \$2,989,142 for a new total contract amount not to exceed \$5,660,142; and
- G. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 extending the term of the Agreement through August 15, 2018 and increasing the contract amount by \$4,160,653 for a new total contract amount not to exceed \$9,820,795. A new sub-consultant was also incorporated through Modification No. 4; and
- H. On September 1, 2017, City and Contractor administratively modified the Agreement to update the overhead rates, billing rates, and to incorporate a new sub-consultant through Modification No. 5; and
- I. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 extending the term of the Agreement through December 31, 2019 and increasing the contract amount by \$4,808,770 for a new total contract amount not to exceed \$14,629,565; and
- J. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount

by \$888,245 for a new total not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and

K. On September 1, 2018, City and Contractor administratively modified the Agreement to update the billing rates through Modification No. 7; and

L. On March 20, 2019, City and Contractor administratively modified the Agreement to update the overhead rates through Modification No. 8; and

M. On June 17, 2019, City and Contractor administratively modified the Agreement to update the overhead rates and billing rates and update the Agreement to maintain consistency with statutory, Code, and San Francisco ordinances effecting contracting, and other applicable standard changes to City contracts that occurred since execution of the Agreement, through Modification No. 9; and

N. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement and increase the contract amount; and

O. On October 1, 2019, by Resolution No. 19-0253, the Commission approved this Modification to the Agreement to extend the term of the Agreement for services through December 31, 2021 and increase the contract amount by \$360,138 for a new total not-to-exceed amount of \$14,101,458; and

P. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; and

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

Now, THEREFORE, Contractor and 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 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017,
Modification No. 6,	dated March 6, 2018,
Modification No. 7,	dated September 1, 2018,
Modification No. 8,	dated March 20, 2019, and
Modification No. 9,	dated June 17, 2019.

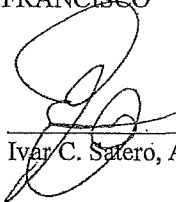
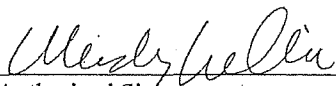
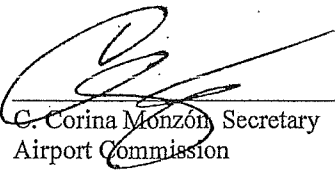
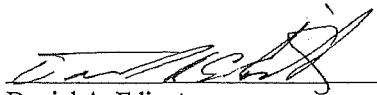
b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for a new ending date of **December 31, 2021**.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed \$360,138 for a new total not-to-exceed amount of \$14,101,458.

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
Attest:  By:  C. Corina Monzón, Secretary Airport Commission	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143
Resolution No: 19-0253  Adopted on: October 1, 2019	City Supplier ID: 0000020321
Approved as to Form:  Dennis J. Herrera City Attorney	Federal Employer ID Number: 20-0568153
By:  Daniel A. Edington Deputy City Attorney	

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 19-0253

**APPROVAL OF MODIFICATION NO. 10 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM, WITH FAITH GROUP, LLC, INCREASING THE CONTRACT BY \$360,138 FOR A TOTAL CONTRACT-NOT-TO-EXCEED AMOUNT OF \$14,101,458 AND EXTENDING THE CONTRACT FOR SERVICES THROUGH DECEMBER 31, 2021**

- WHEREAS, the Airport Security Infrastructure Program (ASIP) is enhancing security systems based on a prioritized set of recommendations established in the Airport's Security Implementation Master Plan; and
- WHEREAS, on September 1, 2015, by Resolution No. 15-0170, the Commission awarded a Contract to Faith Group, LLC for Program Management Support Services for the ASIP, in an amount not to exceed \$2,671,000 for the first year of services; and
- WHEREAS, on February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 for authorization to proceed with Phase II of the Perimeter Intrusion Detection System Project; and
- WHEREAS, by administrative Modification No. 2, dated March 2, 2016, Staff amended the Contract to update labor classifications; and
- WHEREAS, on July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 in an amount of \$2,989,142 for the second year of services through October 15, 2017; and
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- WHEREAS, on March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 in an amount of \$4,808,770 for the fourth year of services through December 31, 2019; and
- WHEREAS, on July 31, 2018, by Resolution No. 281-18, the San Francisco Board of Supervisors approved Modification No. 6 to the Contract under San Francisco Charter Section 9.118 but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320; and

AIRPORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION NO. 19-0253

WHEREAS, by administrative Modification No. 7, dated September 1, 2018, Staff amended the Contract to modify billing rates; and

WHEREAS, by administrative Modification No. 8, dated March 20, 2019, Staff amended the Contract to modify a sub-consultant's firm name; and

WHEREAS, by administrative Modification No. 9, dated June 17, 2019, Staff amended the Contract to modify overhead rates, billing rates, and add a new sub-consultant; and

WHEREAS, this Modification No. 10 increases the Contract amount by \$360,138 for a new Contract amount not to exceed \$14,101,458 for services through December 31, 2021; and

WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise subcontractor participation requirement of 18% for this Contract and Faith Group, LLC has committed to meeting that requirement; now, therefore, be it

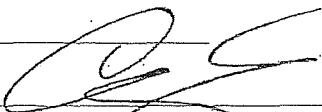
RESOLVED, that the Commission hereby approves Modification No. 10 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC, in an amount of \$360,138 for a new Contract not-to-exceed amount \$14,101,458 and to extend the Contract duration for services through December 31, 2021.

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*OCT 01 2019*

*at its meeting of* \_\_\_\_\_

  
\_\_\_\_\_  
*Secretary*



San Francisco International Airport

**MEMORANDUM**

October 1, 2019

19-0253

TO: AIRPORT COMMISSION  
 Hon. Larry Mazzola, President  
 Hon. Linda S. Crayton, Vice President  
 Hon. Eleanor Johns  
 Hon. Richard J. Guggenlime  
 Hon. Malcolm Yeung

19-0254

OCT 01 2019

FROM: Airport Director

SUBJECT: Approval of Modification Nos. 10 and 11 to Professional Services Contract No. 10511.41, Project Management Support Services for the Airport Security Infrastructure Program

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NOS. 10 AND 11 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROJECT MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP, LLC, TO INCREASE THE CONTRACT AMOUNT BY \$3,640,039 FOR A NEW CONTRACT NOT-TO-EXCEED AMOUNT OF \$17,381,359 AND EXTENDING THE CONTRACT DURATION FOR SERVICES THROUGH DECEMBER 31, 2021.

Executive Summary

The Program is enhancing security systems based on a prioritized set of recommendations established in the Airport's Security Implementation Master Plan. It includes three distinct projects for Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology.

This Contract provides Program Management Support Services (PMSS) for the Program, which include cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

This proposed action approves the full not-to-exceed Contract amount of \$17,381,359 and the full Contract duration through December 31, 2021.

Faith Group, LLC provides PMSS for the Airport Security Infrastructure Program (ASIP). Delays in the design-build effort and the improvement and expansion of security infrastructure through the Closed Circuit Television Enhancement and Additions Capital Improvement Project No. 11442 (CCTV Project) have created the need for additional PMSS services. Modification No. 10 to Contract No. 10511.41 increases the Contract Amount by \$360,138 and Contract duration for services through December 31, 2021. Modification No. 11 increases the Contract

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED MAYOR  
 LARRY MAZZOLA PRESIDENT  
 LINDA S. CRAYTON VICE PRESIDENT

THIS PRINT COVERS CALENDAR ITEM NO. 12

ELEANOR JOHNS RICHARD J. GUGGENHIME MALCOLM YEUNG  
 IVAR C. SATERO AIRPORT DIRECTOR

Post Office Box 8097 San Francisco, California 94128 Tel 650.821.5000 Fax 650.821.5005 www.flysfo.com

amount by \$3,279,901 for a new total Contract not-to-exceed amount of \$17,381,359 with no change to the Contract duration. If the Commission approves Modification No. 10, the blank in the proposed Resolution approving Modification No. 11 will be filled in with the appropriate Resolution number.

Modification No. 11 causes the Contract to exceed the current Board of Supervisors approval. Modification No. 11 requires a new approval by the Board of Supervisors. Modification No. 10 will extend the Contract duration to accommodate the time required for Board of Supervisors approval.

### **Background**

On September 1, 2015, by Resolution No. 15-0170, the Commission awarded Contract No. 10511.41 to Faith Group, LLC in a not-to-exceed amount of \$2,671,000 for the initial year of services. This Contract provides PMSS for the ASIP, which includes cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

The Commission previously approved Contract Modification Nos. 1, 3, 4 and 6 to increase the Contract not-to-exceed amount to \$13,741,320 and extend the Contract duration to four years and two months. Modification Nos. 2, 5, 7, 8 and 9 were administrative modifications to adjust labor rates and add new sub-consultants with no change to the contract amount or duration.

Together, Modification Nos. 10 and 11 increase the Contract to the full not-to-exceed amount of \$17,381,359 for six years and two months of services.

Modification No. 10 would increase the Contract amount by \$360,138 and extend the Contract duration from January 1, 2020 to December 31, 2021 to allow services to continue while seeking approval by the Board of Supervisors of Modification No. 11.

Modification No. 11 would increase the Contract to the full not-to-exceed amount of \$17,381,359 with no change to the Contract duration. Modification No. 11, pending Commission approval, will cause the Contract to exceed the current Board of Supervisors approval. Staff will seek a new approval from the Board of Supervisors as required by the San Francisco Charter Section 9.118(b) for the full not-to-exceed amount of the Contract.

Staff will periodically review and adjust the staffing provided by this Contract based on the dynamic needs of the Project. Staff will report to the Commission periodically on the performance of this consultant team through off-calendar memoranda. Staff will evaluate performance based on retention of key personnel and the proficiency of the consultant to provide project management support services to assist in the delivery of the Project on budget and on schedule.

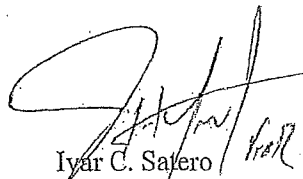
The full not-to-exceed Contract amount is within the budget for this Contract and is funded from the Ascent Program – Phase 1 under the Airport's Capital Improvement Plan.



The City's Contract Monitoring Division has approved an 18% Local Business Enterprise sub-consultant participation requirement for this Contract. Faith Group, LLC has committed to meeting this requirement.

**Recommendation**

I recommend the Commission approve Modification Nos. 10 and 11 to Professional Services Contract No. 10511.41, Project Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC, to increase the Contract amount by \$3,640,039 for a new not-to-exceed amount of \$17,381,359 and extend the Contract duration for services through December 31, 2021.



Ivar C. Safero  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Chief Development Officer  
Planning, Design & Construction

Attachments

**ATTACHMENT A**  
**SUMMARY OF COMMISSION ACTIONS**  
 October 1, 2019

Contract No. 10511.41 - Program Management Support Services for the Airport Security Infrastructure Program  
 Faith Group, LLC  
 Modification Nos. 10 & 11

Date	Modification No.	Resolution No.	Description	Scope	Amount
9/1/2015	-	15-0170	Award of Contract	Program Management Support Services	\$2,671,000
2/2/2016	1	16-0045	Authorization of Phase II	Authorization to proceed with Phase II of Perimeter Intrusion Detection System	\$0
3/2/2016	2	-	Administrative Modification	Amendment of overhead rates and billing rates	\$0
7/19/2016	3	16-0210	Annual Renewal	Annual renewal for the second year of services	\$2,989,142
6/20/2017	4	17-0154	Annual Renewal	Annual renewal for the third year of services	\$4,160,653
9/1/2017	5	-	Administrative Modification	Amendment of overhead rates, billing rates, and addition of new sub-consultant	\$0
3/6/2018	6	18-0054	Annual Renewal	Annual renewal for the fourth year of services	\$4,808,770
7/31/2018	-	281-18	Board of Supervisors	Board of Supervisor Action Reso No, 281-18	(\$888,245)
9/1/2018	7	-	Administrative Modification	Amendment of billing rates	\$0

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**ATTACHMENT A**  
**SUMMARY OF COMMISSION ACTIONS**  
 October 1, 2019

Contract No. 10511.41 - Program Management Support Services for the Airport Security Infrastructure Program  
 Faith Group, LLC  
 Modification Nos. 10 & 11

Date	Modification No.	Resolution No.	Description	Scope	Amount
3/20/2019	8	-	Administrative Modification	Amendment of sub-consultant's firm name	\$0
6/17/2019	9	-	Administrative Modification	Amendment of overhead rates, billing rates, and addition of new sub-consultant	\$0

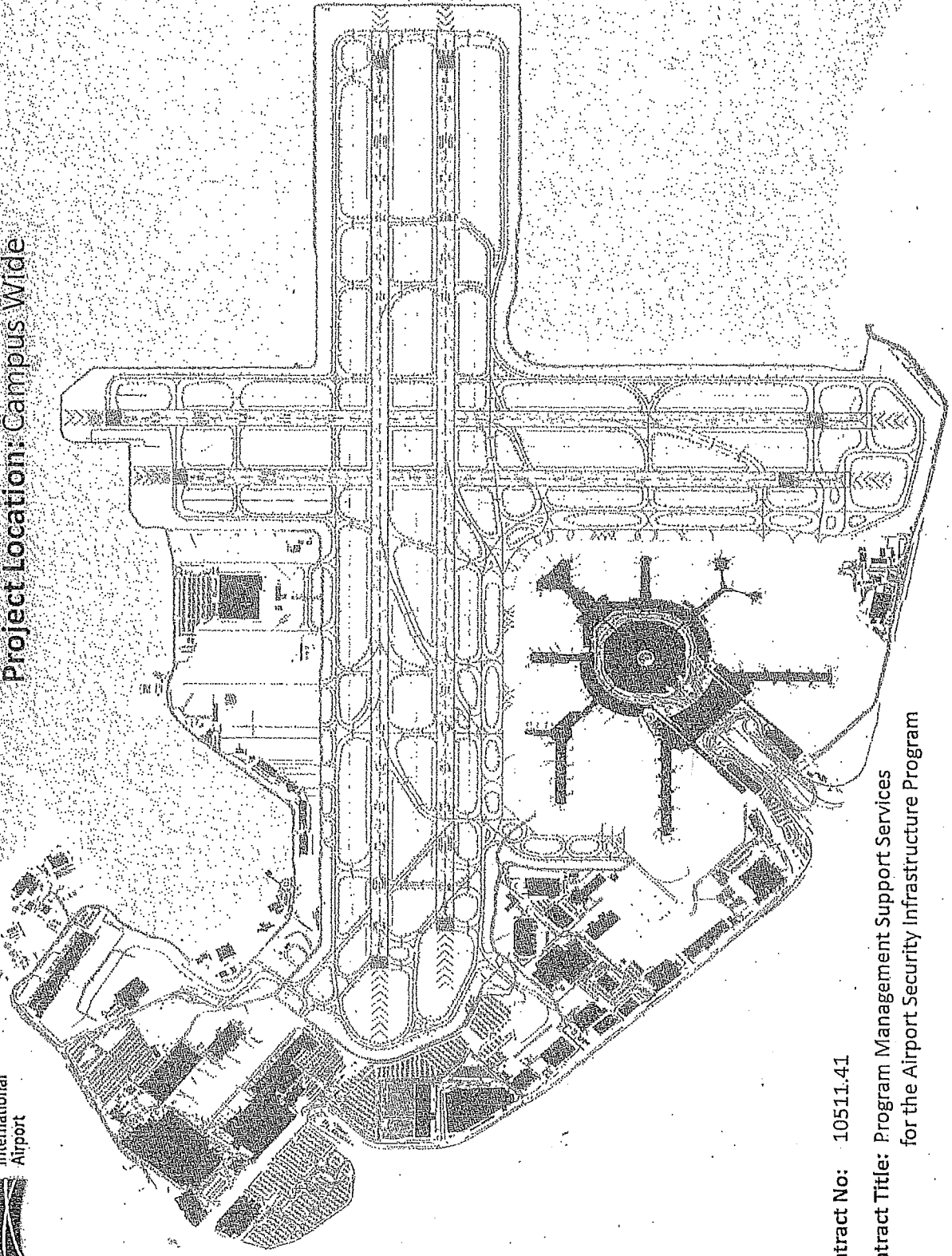
<b>Contract As-Modified to Date</b>	<b>\$13,741,320</b>
Proposed Contract Modification No. 10 Amount	<u>\$360,138</u>
Proposed Contract Modification No. 11 Amount	<u>\$3,279,901</u>
<b>Proposed Modified Contract Amount</b>	<b>\$17,381,359</b>

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San Francisco  
International  
Airport

Project Location: Campus Wide



Contract No: 10511.41

Contract Title: Program Management Support Services  
for the Airport Security Infrastructure Program

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

**Modification No. 9**

**Contract No. 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made effective as of June 17, 2019, in San Francisco, California, by and between **Faith Group, LLC** ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not to exceed \$2,671,000; and
- D. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- E. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and update the overhead rates and billing rates through Modification No. 2; and
- F. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 to extend the term of the Agreement and increase the contract amount; and
- G. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 to extend the term of the Agreement and increase the contract amount. A new sub-consultant was also incorporated through Modification No. 4; and
- H. On September 1, 2017, City and Contractor administratively modified the Agreement to update the overhead rates, billing rates, and to incorporate a new sub-consultant through Modification No. 5; and
- I. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 to extend the term of the Agreement and increase the contract not-to-exceed amount to \$14,629,565; and
- J. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and

K. On September 1, 2018, City and Contractor administratively modified the Agreement to update the billing rates through Modification No. 7; and

L. On March 20, 2019, City and Contractor administratively modified the Agreement to update a sub-consultant's firm name through Modification No. 8; and

M. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to incorporate a new sub-consultant and update the overhead rates and billing rates; and

N. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; and

O. Any prior modification shall here and in the future be identified as a Modification and numbered accordingly—for example, "First Amendment," "First Modification," or "Amendment No. 1" shall be identified as Modification No. 1; and

P. The Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

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

Now, THEREFORE, Contractor and City agree as follows:

**I. 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 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017,
Modification No. 6,	dated March 6, 2018,
Modification No. 7,	dated September 1, 2018, and
Modification No. 8,	dated March 20, 2019.

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

**c. Confidential Information.** "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 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 San Francisco Administrative Code Chapter 12M (Chapter 12M).

2. **New Section 14.3 Withholding** is hereby added to the Agreement to read as follows:

**14.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

3. **New Section 23.1 Consideration of Salary History** is hereby added to the Agreement to read as follows:

**23.1 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

4. **Section 43. Requiring Minimum Compensation Ordinance for Covered Employees** is hereby deleted in its entirety and replaced with **New Section 43. Minimum Compensation Ordinance** as follows:

**43. Minimum Compensation Ordinance.** If Administrative Code Chapter 12P applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Contractor is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

5. **Section 44. Requiring Health Benefits for Covered Employees** is hereby deleted in its entirety and replaced with **New Section 44. Health Care Accountability Ordinance** as follows:

**44. Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

6. Section 58. Sugar-Sweetened Beverage Prohibition is hereby deleted in its entirety and replaced with New Section 58. Distribution of Beverages and Water as follows:

**58. Distribution of Beverages and Water.**

**58.1 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.

**58.2 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.

7. New Section 61.1 Order of Precedence is hereby added to the Agreement to read as follows:

**61.1 Order of Precedence.** Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated April 29, 2015. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal. If the Appendices to this Agreement include any standard printed terms from the Contractor, Contractor agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City's terms and Contractor's printed terms attached, the City's terms shall take precedence, followed by the procurement issued by the department, Contractor's proposal, and Contractor's printed terms, respectively.

8. New Section 61.2 Notification of Legal Requests is hereby added to the Agreement to read as follows:

**61.2. Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

9. Section 65.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities is hereby deleted in its entirety and replaced as follows:

**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:

- 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 Ch. 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;
- 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 FR at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 USC §1681 *et seq.*).

10. Section 68. Airport Commission Rules and Regulations is hereby deleted in its entirety and replaced as follows:

**68. Requirements For Airport Contracts.**

**Section 68.1. 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>.

**Section 68.2. 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.

**Section 68.3. 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.

11. **New Section 71. Management of City Data and Confidential Information** is hereby added to the Agreement to read as follows:

**71. Management of City Data and Confidential Information.**

**71.1 Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**71.2 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**71.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

12. **Appendix B – Calculation of Charges** is hereby amended as follows:

a. Paragraph 4.1 is hereby deleted in its entirety and replaced with the following:

4.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

FIRM NAME	OVERHEAD RATE
Faith Group, LLC	157.70%
ACG Engineers, Inc.	84.00%
BASS Electric (fixed rates)	0.00%
Chavez & Associates	157.28%

CHS Consulting Group	160.60%
Cornerstone Transportation Consulting	159.75%
CPM Associates, Inc.	110.00%
Inspired Data Solutions	99.00%
PMA Consultants	121.21%
PMCM2	132.00%
RES Engineers, Inc.	166.00%
Saylor Consulting	125.97%

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

6. **Billing Rates**

The approved fully burdened (overhead and Fee included) maximum Billing Rates are as follows:

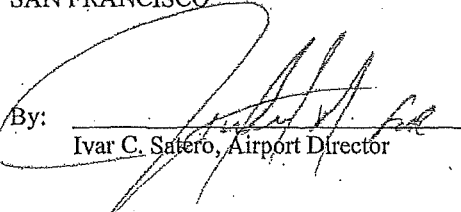
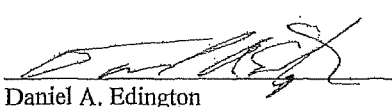

CLASSIFICATION	BILLING RATE
Admin. Assistant I	\$88.72
Admin. Assistant II	\$118.29
Admin. Assistant/Clerk	\$58.58
Administrative 1	\$77.58
Administrative 2	\$70.53
Administrator	\$89.17
Analyst	\$95.94
Apprentice	\$90.00
BIM Modeler	\$203.82
Business Process Analyst	\$219.69
CAD Designer	\$88.01
CAD Manager	\$140.13
CAD Operator	\$80.10 - \$114.65
CAD Support	\$103.50
Chief Estimator	\$190.48
Construction Inspector	\$132.02
Construction Manager	\$154.37 - \$161.37
Cost Engineer	\$88.01
Design Manager	\$203.82
Design/Technical Manager	\$169.41
Document Control Clerk	\$67.37
Document Control Manager	\$118.42
Document Control Spec. I	\$88.72
Document Control Spec. II	\$118.29
Document Control Technician	\$90.22
Engineer	\$93.89
Estimates Coordinator	\$68.02

Estimator	\$83.48 - \$165.60
Estimator 1/I	\$84.87 - \$133.08
Estimator 2/II	\$142.22 - \$162.65
Estimator 3/III	\$192.22
Field Engineer I	\$118.29
Field Engineer II	\$147.86
Field Engineer III	\$177.44
Field Inspector	\$120.29
Inspector	\$133.08
Inspector 1	\$179.85
Inspector 2	\$132.31
Intern	\$68.79
IT Designer	\$129.83
Journeyman	\$135.00
MEP Engineer	\$211.59
MEP Project Engineer	\$156.73
Misc. Support 1	\$88.01
Misc. Support 2	\$102.68
Office Engineer I	\$133.08
Office Engineer II	\$162.65
Office Engineer III	\$192.22
Operations Analyst	\$190.71
Permit Coordinator	\$140.59
Principal	\$242.04
Principal Estimator	\$191.71
Project Controls Engineer I	\$133.08
Project Controls Engineer II	\$162.65
Project Controls Engineer III	\$192.22
Project Controls Manager	\$162.65 - \$204.20
Project Controls Manager I	\$133.08
Project Controls Manager II	\$162.65
Project Controls Manager III	\$192.22
Project Engineer	\$114.65
Project Manager	\$140.00 - \$264.05
QA/QC Manager	\$134.45
Report Writer	\$135.84
Scheduler	\$143.10 - \$173.25
Scheduler I	\$133.08
Scheduler II	\$162.65
Scheduler III	\$192.22
Senior Engineer	\$135.84 - \$234.08

Senior Special Inspector (Double Time)	\$263.40
Senior Special Inspector (Overtime & Weekends)	\$197.59
Senior Special Inspector (Regular Time)	\$131.73
Senior Special Inspector (Swing Shift)	\$148.20
Special Inspector (Double Time)	\$251.75
Special Inspector (Overtime & Weekends)	\$188.81
Special Inspector (Regular Time)	\$125.88
Special Inspector (Swing Shift)	\$141.62
Sr. Business Analyst	\$211.59
Sr. Designer	\$133.99
Sr. Electrical Estimator	\$183.17
Sr. Estimator	\$182.40 - \$221.79
Sr. Field Engineer	\$207.01
Sr. IT Systems Analyst	\$190.71
Sr. Mechanical Estimator	\$194.62
Sr. Network Designer	\$162.25
Sr. Project Controls Manager	\$221.79
Sr. Project Engineer	\$140.13
Sr. Scheduler	\$221.79
Sr. Systems Designer	\$183.37
Sr. Systems Engineer	\$169.26
Stakeholder Manager	\$228.85
Structural Estimator	\$163.24
Subject Matter Expert	\$216.20 - \$277.38
System Eng./MIS/IT/Controls	\$219.69
Systems Designer	\$110.75

13. **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. Safero, Airport Director</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By:  Daniel A. Edington Deputy City Attorney</p>	<p> Authorized Signature</p> <p>Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143</p> <p>City Supplier ID: 0000020321</p> <p>Federal Employer ID Number: 20-0568153</p>

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

**Modification No. 8**

**Contract No. 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made as of March 20, 2019, in San Francisco, California, by and between **Faith Group, LLC** ("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. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- D. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges, through Modification No. 2; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 to extend the term of the Agreement and increase the contract amount; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 to extend the term of the Agreement and increase the contract amount. A new sub-consultant was also incorporated through Modification No. 4; and
- G. On September 1, 2017, City and Contractor administratively modified the Agreement to update the billing rates and incorporate a new sub-consultant through Modification No. 5; and
- H. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 to extend the term of the Agreement and increase the contract not-to-exceed amount to \$14,629,565; and
- I. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and
- J. On September 1, 2018, City and Contractor administratively modified the Agreement to update the billing rates through Modification No. 7; and

K. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update a sub-consultant's firm name; and

L. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; 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 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017,
Modification No. 6,	dated March 6, 2018, and
Modification No. 7,	dated September 1, 2018.

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, Paragraph 4** is hereby deleted in its entirety and replaced with the following:

4. **Approved Overhead Rates**

4.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

Firm Name	Overhead Rate
Faith Group, LLC	157.70%
ACG Engineers, Inc.	84.00%
BASS Electric (fixed rates)	0.00%
Chavez & Associates	157.28%
CHS Consulting Group	160.60%
Cornerstone Transportation Consulting	159.75%
CPM Associates, Inc.	110.00%
Inspired Data Solutions	99.00%
PMA Consultants	121.21%
RBS Engineers, Inc.	166.00%
Saylor Consulting	125.97%

4.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead cost rates for home and/or field office rates upon award of this Agreement and upon request for a change or addition to the maximum approved overhead rates stated in this Paragraph 4.

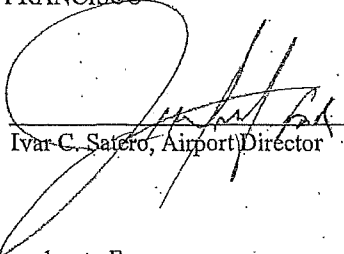
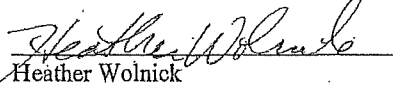
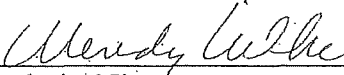


4.3 The home office overhead cost rate shall be used when staff works in an office provided by the Contractor. The field office overhead cost rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead cost rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

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. Saiero, Airport Director</p> <p>Approved as to Form: Dennis J. Herrera City Attorney</p> <p>By:  Heather Wolnick Deputy City Attorney</p>	<p> Authorized Signature</p> <p>Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143</p> <p>City Supplier ID: 0000020321</p> <p>Federal Employer ID Number: 20-0568153</p>

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

Modification No. 7

Contract No. 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program

THIS MODIFICATION (this "Modification") is made as of September 1, 2018, in San Francisco, California, by and between Faith Group, LLC ("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. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 to proceed with Phase II of the Perimeter Intrusion Detection System project; and
- D. On March 2, 2016, City and Contractor administratively modified the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges, through Modification No. 2; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 to extend the term of the Agreement and increase the contract amount; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 to extend the term of the Agreement and increase the contract amount. A new sub-consultant was also incorporated through Modification No. 4; and
- G. On September 1, 2017, City and Contractor administratively modified the Agreement to update the billing rates and incorporate a new sub-consultant through Modification No. 5; and
- H. On March 6, 2018, by Resolution No. 18-0054, the Commission approved Modification No. 6 to extend the term of the Agreement and increase the contract not-to-exceed amount to \$14,629,565; and
- I. On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved Modification No. 6 to the Agreement under San Francisco Charter Section 9.118, but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320 to align with anticipated expenditures through December 31, 2019; and
- J. City and Contractor desire to administratively modify the Agreement on the terms and conditions herein to update the billing rates; and

K. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; 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 2, 2016,
Modification No. 2,	dated March 2, 2016,
Modification No. 3,	dated July 19, 2016,
Modification No. 4,	dated June 20, 2017,
Modification No. 5,	dated September 1, 2017, and
Modification No. 6,	dated March 6, 2018.

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

2. **Section 33.3 LBEUTS** is hereby replaced in its entirety with the following:

**Section 33.3 LBE Payment and Utilization Tracking.** Contractor must submit all required payment information using the City's Financial System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: <https://sfcitypartner.sfgov.org/Training/TrainingGuide>.

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

a. **Paragraph 6, Billing Rates,** is hereby deleted in its entirety and replaced with the following:

6. **BILLING RATES**

The approved fully burdened (overhead and Fee included) maximum Billing Rates are as follows:

CLASSIFICATION	BILLING RATE
Admin. Assistant I	\$88.72
Admin. Assistant II	\$118.29
Admin. Assistant/Clerk	\$58.58
Administrative 1	\$77.58
Administrative 2	\$70.53
Analyst	\$95.94

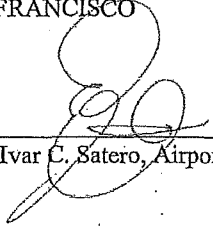
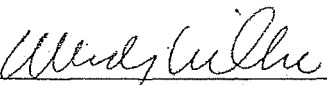
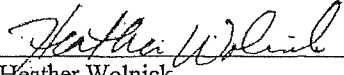
Apprentice	\$90.00
Business Process Analyst	\$219.69
CAD Designer	\$88.01
CAD Operator	\$80.10
CAD Support	\$103.50
Chief Estimator	\$190.48
Construction Inspector	\$132.02
Construction Manager	\$154.37 - \$161.37
Cost Engineer	\$88.01
Design/Technical Manager	\$169.41
Document Control Clerk	\$67.37
Document Control Manager	\$118.42
Document Control Spec. I	\$88.72
Document Control Spec. II	\$118.29
Document Control Technician	\$90.22
Engineer	\$93.89
Estimates Coordinator	\$68.02
Estimator	\$83.48
Estimator 1/I	\$84.87 - \$133.08
Estimator 2/II	\$142.22 - \$162.65
Estimator 3/III	\$192.22
Field Engineer I	\$118.29
Field Engineer II	\$147.86
Field Engineer III	\$177.44
Field Inspector	\$120.29
Inspector	\$133.08
Inspector 1	\$179.85
Inspector 2	\$132.31
IT Designer	\$129.83
Journeyman	\$135.00
MEP Engineer	\$211.59
MEP Project Engineer	\$156.73
Misc. Support 1	\$88.01
Misc. Support 2	\$102.68
Office Engineer I	\$133.08
Office Engineer II	\$162.65
Office Engineer III	\$192.22
Operations Analyst	\$190.71
Permit Coordinator	\$140.59
Principal Estimator	\$191.71
Project Controls Engineer I	\$133.08

Project Controls Engineer II	\$162.65
Project Controls Engineer III	\$192.22
Project Controls Manager	\$162.65 - \$204.20
Project Controls Manager I	\$133.08
Project Controls Manager II	\$162.65
Project Controls Manager III	\$192.22
Project Manager	\$140.00 - \$264.05
QA/QC Manager	\$134.45
Report Writer	\$135.84
Scheduler	\$143.10
Scheduler I	\$133.08
Scheduler II	\$162.65
Scheduler III	\$192.22
Senior Engineer	\$135.84 - \$234.08
Senior Special Inspector (Double Time)	\$263.40
Senior Special Inspector (Overtime & Weekends)	\$197.59
Senior Special Inspector (Regular Time)	\$131.73
Senior Special Inspector (Swing Shift)	\$148.20
Special Inspector (Double Time)	\$251.75
Special Inspector (Overtime & Weekends)	\$188.81
Special Inspector (Regular Time)	\$125.88
Special Inspector (Swing Shift)	\$141.62
Sr. Business Analyst	\$211.59
Sr. Designer	\$133.99
Sr. Electrical Estimator	\$183.17
Sr. Estimator	\$182.40 - \$221.79
Sr. Field Engineer	\$207.01
Sr. IT Systems Analyst	\$190.71
Sr. Mechanical Estimator	\$194.62
Sr. Network Designer	\$162.25
Sr. Project Controls Manager	\$221.79
Sr. Scheduler	\$221.79
Sr. Systems Designer	\$183.37
Sr. Systems Engineer	\$169.26
Stakeholder Manager	\$228.85
Structural Estimator	\$163.24
Subject Matter Expert	\$216.20 - \$277.38
System Eng./MIS/IT/Controls	\$219.69
Systems Designer	\$110.75

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

5. **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
Approved as to Form:  Dennis J. Herrera City Attorney	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, Missouri 63143
By:  Heather Wolnick Deputy City Attorney	City Supplier ID: 0000020321  Federal Employer ID Number: 20-0568153



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

Modification No. 6

Contract 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program

THIS MODIFICATION (this "Modification") is made as of March 6, 2018, in San Francisco, California, by and between Faith Group, LLC ("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. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved the First Modification to the Agreement to proceed with Phase II of the PIDS project; and
- D. On March 2, 2016, the City and Contractor administratively modified the Second Modification the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved the Third Modification to extend the contract term through October 15, 2017, and to increase the contract amount by \$2,989,142 for a new not-to-exceed amount of \$5,660,142; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved the Fourth Modification to extend the contract term through August 15, 2018, and to increase the contract amount by \$4,160,653 for a new not-to-exceed amount of \$9,820,795; and
- G. On September 1, 2017, the City and Contractor administratively modified the Fifth Modification to the Agreement to update rates and to incorporate a new sub-consultant; and
- H. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and to extend the contract term; and
- I. On March 6, 2018, by Resolution No. 18-0054, the Commission approved this Modification to the Contractor to increase the contract amount by \$4,808,770 for a new not-to-exceed amount of \$14,629,565 and to extend the contract term to December 31, 2019; and
- J. On July 31, 2018, by Resolution No. 281-18 the San Francisco Board of Supervisors approved the modification to the Agreement under San Francisco Charter Section 9.118 but reduced the not-to-exceed amount by \$888,245 for a new not-to-exceed amount of \$13,741,320; and

K. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on March 13, 2018; 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 2, 2016, and
Modification No. 2,	dated March 2, 2016, and
Modification No. 3,	dated July 19, 2016, and
Modification No. 4,	dated June 20, 2017, and
Modification No. 5,	dated September 1, 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 December 31, 2019.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **Three Million Nine Hundred Twenty Thousand Five Hundred Twenty-Five Dollars (\$3,920,525)** for a new total not to exceed amount of **Thirteen Million Seven Hundred Forty-One Thousand Three Hundred Twenty Dollars (\$13,741,320)**.

4. **Section 65.7 Title VI List of Pertinent Nondiscrimination Acts and Authorities**, is hereby deleted in its entirety and replaced as follows:

**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:

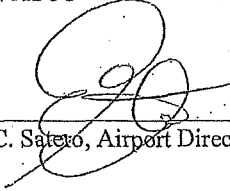
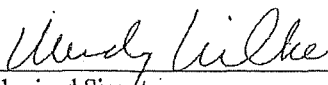
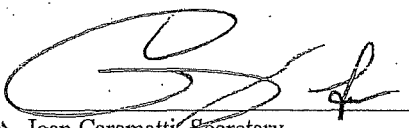
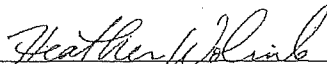
- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights 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. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

6. **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:	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, MO 63143 Telephone Number: 314-991-2228
By:  Jean Caramatti, Secretary Airport Commission	95158 City Vendor Number
Resolution No: 18-0054	0000020321
Adopted on: March 6, 2018	City Supplier Number
Approved as to Form:	20-0568153 Federal Employer ID Number
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 18-0054

**APPROVAL OF MODIFICATION NO. 6 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP LLC, IN AN AMOUNT OF \$4,808,770 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED \$14,629,565 TO EXTEND SERVICES THROUGH DECEMBER 31, 2019**

- WHEREAS, the Airport Security Infrastructure Program is enhancing security systems based on a prioritized set of recommendations established in the Airport's Security Implementation Master Plan; and
- WHEREAS, on September 1, 2015, by Resolution No. 15-0170, the Commission awarded a Contract to Faith Group LLC for Program Management Support Services for the Airport Security Infrastructure Program, in the amount not to exceed \$2,671,000 for first year of services; and
- WHEREAS, on February 2, 2016, by Resolution No. 16-0045, the Commission approved Modification No. 1 for authorization to proceed with Phase II of the Perimeter Intrusion Detection System Project; and
- WHEREAS, by administrative Modification No. 2 dated March 2, 2016, the contract was amended to update labor classifications; and
- WHEREAS, on July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 in an amount of \$2,989,142 for the second year of services through October 15, 2017; and
- WHEREAS, on June 20, 2017, by Resolution No. 17-0154, the Commission approved Modification No. 4 in an amount of \$4,160,653 for the third year of services through August 15, 2018; and
- WHEREAS, by administrative Modification No. 5 dated September 1, 2017, the contract was amended to add new sub-consultants; and
- WHEREAS, this Modification No. 6 increases the contract amount by \$4,808,770 for a new Contract amount not to exceed \$14,629,565 for services through December 31, 2019; and
- WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise (LBE) subcontractor participation requirement of 18% for this Contract and Faith Group LLC has committed to meeting that requirement; now, therefore, be it

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 18-0054

RESOLVED, that the Commission hereby approves Modification No. 6 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group LLC, in an amount of \$4,808,770 for a new Contract amount not to exceed \$14,629,565 for services through December 31, 2019; and, be it further

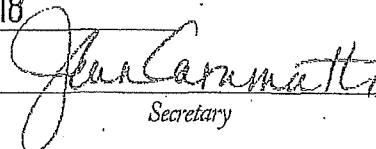
RESOLVED, that this Commission hereby directs the Commission Secretary to seek Board of Supervisors approval of this contract consistent with San Francisco Charter Section 9.118(b).

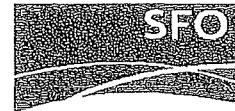
Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of*

     MAR 06 2018

  
Secretary



San Francisco International Airport

**MEMORANDUM**  
March 6, 2018

**TO:** AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenhime  
Hon. Peter A. Stern

**FROM:** Airport Director

**SUBJECT:** Approval of Modification No. 6 (Annual Renewal) to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program

**DIRECTOR'S RECOMMENDATION:** APPROVE MODIFICATION NO. 6 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM, WITH FAITH GROUP LLC, IN AN AMOUNT OF \$4,808,770 FOR A NEW CONTRACT NOT-TO-EXCEED AMOUNT OF \$14,629,565 AND TO EXTEND SERVICES THROUGH DECEMBER 31, 2019.

**Executive Summary**

Transmitted herewith for your approval is a proposed Resolution approving Modification No. 6 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program, with Faith Group LLC, in an amount of \$4,808,770 for a new Contract not-to-exceed amount of \$14,629,565 and to extend services through December 31, 2019.

The annual renewal of the Contract is for the remaining period of services. Because the contract will exceed \$10,000,000, this Modification will require approval by the Board of Supervisors.

The Program is enhancing security systems based on a prioritized set of recommendations established in the Airport's Security Implementation Master Plan. It includes three distinct projects for Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology.

This Contract provides Program Management Support Services for the Program, which include cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

**Background**

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

THIS PRINT COVERS CALENDAR ITEM NO. 3

MARK FARRELL  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

IVAR C. SATERO  
AIRPORT DIRECTOR

On September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Contract to Faith Group LLC, in a not-to-exceed amount of \$2,671,000 for the first year of services.

The Commission previously approved Contract Modification Nos. 1, 3, and 4 to increase the Contract not-to-exceed amount to \$9,820,795 and renew the contract for the second and third years of services through August 15, 2018. Modification Nos. 2 and 5 were administrative modifications to adjust labor classifications and add new sub-consultants.

This Modification No. 6 increases the Contract not-to-exceed amount to \$14,629,565 for the remaining period of services. Staff and Faith Group LLC have reached agreement on scope, staffing and fee for the remaining period of services. Since this Contract will exceed \$10,000,000, pending Commission approval, Staff will seek Board of Supervisor's approval as required by the San Francisco Charter Section 9.118(b) for the full budget of the Contract.

The current budget for this Contract is \$15,600,000 with an anticipated duration of 54 months of services. The Contract is funded from the Ascent Program -- Phase 1 under the Airport's Capital Improvement Plan.

The City's Contract Monitoring Division has approved an 18% Local Business Enterprise sub-consultant participation requirement for this Contract and Faith Group LLC has committed to meeting this requirement.

### Recommendation

Based on the above, I recommend that the Commission approve Modification No. 6 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group LLC, in an amount of \$4,808,770 for a new Contract not-to-exceed amount of \$14,629,565 and to extend services through December 31, 2019.



Ivar C. Satero  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Chief Development Officer  
Planning, Design & Construction

Attachments



AMENDED IN COMMITTEE

7/19/18

FILE NO. 180379

RESOLUTION NO. 281-18

1 [Modification to the Airport Professional Services Agreement - Faith Group, LLC - Program  
2 Management Support Services for the Airport Security Infrastructure Program - Not to Exceed  
3 \$13,741,320]

4 Resolution approving Modification No. 6 to Airport Contract No. 10511.41, Program  
5 Management Support Services for the Airport Security Infrastructure Program, between  
6 Faith Group, LLC, and the City and County of San Francisco, acting by and through its  
7 Airport Commission, for a total amount not to exceed \$13,741,320 for services,  
8 pursuant to Charter, Section 9.118(b), extending the term by one year and five months  
9 from August 16, 2018, through December 31, 2019.

10  
11 WHEREAS, The Airport Security Infrastructure Program ("Program") is enhancing the  
12 Airport's security systems based on a prioritized set of recommendations established in the  
13 Airport's Security Implementation Master Plan; and

14 WHEREAS, The Program includes three projects for the Airport-wide improvement and  
15 expansion of security infrastructure to increase safety and security of the Airport's assets,  
16 operations, and technology; the projects are the Internet Protocol Camera Coverage Project,  
17 Access Control System Improvements Project, and the Perimeter Intrusion Detection System;  
18 all three projects are being performed under one design-build contract; and

19 WHEREAS, On September 1, 2015, by Resolution No. 15-0170, the Commission  
20 awarded Contract 10511.41, Program Management Support Services for the Airport Security  
21 Infrastructure Program ("Contract") to Faith Group, LLC, in the not to exceed amount of  
22 \$2,671,000 for the first year of services and authorized the Faith Group, LLC to proceed with  
23 Phase I of the Perimeter Intrusion Detection System Project for preliminary planning services;  
24 and  
25

1           WHEREAS, The Contract provides program-level management, design and  
2 construction management services, project controls, contract administration, cost estimating  
3 services and field inspection; and

4           WHEREAS, On February 2, 2016, by Resolution No. 16-0046, the Commission  
5 approved Modification No. 1 to the Contract with Faith Group, LLC for authorization to  
6 proceed with Phase II of the Perimeter Intrusion Detection System Project; and

7           WHEREAS, Effective March 2, 2016, the Airport Director executed Modification No. 2  
8 adding new sub-consultants and updating labor rates with no changes to the Contract amount  
9 or term; and

10          WHEREAS, On July 19, 2016, by Resolution No. 16-0210, the Commission approved  
11 Modification No. 3 for the second year of services increasing the Contract to a not to exceed  
12 amount of \$5,660,142 and extending the term through October 15, 2017; and

13          WHEREAS, On June 20, 2017, by Resolution No. 17-0154, the Commission approved  
14 Modification No. 4, increasing the Contract to a not to exceed amount of \$9,820,795 and  
15 extending the term through August 15, 2018; and

16          WHEREAS, Effective September 1, 2017, the Airport Director executed Modification  
17 No. 5 adding a new sub-consultant and updating labor rates with no changes to the Contract  
18 amount or term; and

19          WHEREAS, On March 6, 2018, by Resolution No. 18-0054, the Commission approved  
20 Modification No. 6, increasing the Contract to a not to exceed amount of \$14,629,565 and  
21 extending the term through December 31, 2019; and

22          WHEREAS, The Airport Staff estimates the total amount of program management  
23 support services required under the Contract with Faith Group, LLC to support Program will  
24 not exceed \$15,600,000 for a term through April 19, 2020; and  
25

1           WHEREAS, Charter, Section 9.118(b) provides that the agreements entered into by a  
2 department, board, or commission requiring anticipated expenditures by the City and County  
3 of ten million dollars or more, shall be subject to approval by the Board of Supervisors by  
4 Resolution; now, therefore, be it

5           RESOLVED, That the Board of Supervisors hereby approves Modification No. 6 to  
6 Airport Contract No. 10511.41, Program Management Support Services for the Airport  
7 Security Infrastructure Program, with Faith Group, LLC, for a total Contract not to exceed  
8 amount of \$13,741,320 for services through December 31, 2019; a copy of Modification No. 6  
9 is contained in the Clerk of the Board of Supervisors in File No. 180379 along with the  
10 Contract and all previously executed modifications; and, be it

11           FURTHER RESOLVED, That within thirty (30) days of Modification No. 6 being fully  
12 executed by all parties, the Commission shall provide the a copy to the Clerk of the Board for  
13 inclusion in the official file.



City and County of San Francisco

Tails  
Resolution

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

File Number: 180379

Date Passed: July 31, 2018

Resolution approving Modification No. 6 to Airport Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program, between Faith Group, LLC, and the City and County of San Francisco, acting by and through its Airport Commission, for a total amount not to exceed \$13,741,320 for services, pursuant to Charter, Section 9.118(b), extending the term by one year and five months from August 16, 2018, through December 31, 2019.

July 19, 2018 Budget and Finance Sub-Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

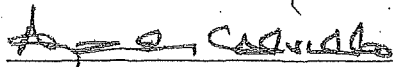
July 19, 2018 Budget and Finance Sub-Committee - RECOMMENDED AS AMENDED

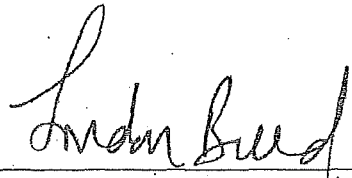
July 31, 2018 Board of Supervisors - ADOPTED

Ayes: 11 - Cohen, Brown, Fewer, Kim, Mandeliman, Peskin, Ronen, Safai, Stefani, Tang and Yee

File No. 180379

I hereby certify that the foregoing Resolution was ADOPTED on 7/31/2018 by the Board of Supervisors of the City and County of San Francisco.

  
Angela Calvillo  
Clerk of the Board

  
London N. Breed  
Mayor

8-10-18  
Date Approved

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

Modification No. 5

Contract 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program

THIS MODIFICATION (this "Modification") is made as of September 1, 2017, in San Francisco, California, by and between Faith Group, LLC ("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. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission approved the First Modification to the Agreement to proceed with Phase II of the PIDS project; and
- D. On March 2, 2016, the City and Contractor administratively modified the Second Modification the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission approved the Third Modification to extend the contract term through October 15, 2017, and to increase the contract amount by \$2,989,142 for a new not-to-exceed amount of \$5,660,142; and
- F. On June 20, 2017, by Resolution No. 17-0154, the Commission approved the Fourth Modification to extend the contract term through August 15, 2018, and to increase the contract amount by \$4,160,653 for a new not-to-exceed amount of \$9,820,795; and
- G. City and Contractor desire to administratively modify the Agreement to update rates and incorporate a new sub-consultant; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; 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:

First Modification, dated February 2, 2016, and

Second Modification, dated March 2, 2016, and  
 Third Modification, dated July 19, 2016, and  
 Fourth Modification, dated June 20, 2017.

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 3.3** is hereby deleted in its entirety and replaced as follows:

3.3 The approved labor rates stated in Paragraph 6 of this Agreement shall remain in effect for the first year of contract services. As, at the option of the Commission, this is a multi-year contract, the Airport may approve an annual adjustment to the direct 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." Adjustments in the rates are 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. **Section 4. Approved Overhead Rates** is hereby deleted in its entirety and replaced as follows:

4. **Approved Overhead Rates**

4.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

Firm Name	Overhead Rate
Faith Group, LLC	157.7%
Cooper Puga Management, Inc.	110%
Saylor Consulting	125.97%
Chavez & Associates	157.28%
Cornerstone Transportation Consulting	159.75%
CHS Consulting Group	160.6%
ACG Engineers, Inc.	84%
BASS Electric (fixed rates)	0%
Inspired Data Solutions	99%
PMA Consultants	121.21%
RES Engineers, Inc.	166%

4.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead cost rates for home and/or field office rates upon award of this Agreement and upon request for a change or addition to the maximum approved overhead rates stated in this Paragraph 4.

- 4.3 The home office overhead cost rate shall be used when staff works in an office provided by the Contractor. The field office overhead cost rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead cost rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

c. Paragraph 6. Billing Rates is hereby deleted in its entirety and replaced with the following:

**6. BILLING RATES**

The approved fully burdened (overhead and Fee included) maximum Billing Rates for each position are as follows:

CLASSIFICATION	BILLING RATE
Admin. Assistant I	\$88.72
Admin. Assistant II	\$118.29
Admin. Assistant/Clerk	\$58.58
Administrative 1	\$77.58
Administrative 2	\$70.53
Analyst	\$95.94
Apprentice	\$90.00
Business Process Analyst	\$219.69
CAD Designer	\$88.01
CAD Operator	\$80.10
CAD Support	\$103.50
Chief Estimator	\$190.48
Construction Inspector	\$132.02
Construction Manager	\$154.37 - \$161.37
Cost Engineer	\$88.01
Design/Technical Manager	\$169.41
Document Control Clerk	\$67.37
Document Control Manager	\$118.42
Document Control Spec. I	\$88.72
Document Control Spec. II	\$118.29
Document Control Technician	\$90.22
Engineer	\$93.89
Estimates Coordinator	\$68.02
Estimator	\$83.48
Estimator 1/I	\$84.87 - \$133.08
Estimator 2/II	\$142.22 - \$162.65
Estimator 3/III	\$192.22
Field Engineer I	\$118.29
Field Engineer II	\$147.86
Field Engineer III	\$177.44

Field Inspector	\$120.29
Inspector	\$133.08
Inspector 1	\$179.85
Inspector 2	\$132.31
IT Designer	\$129.83
Journeyman	\$135.00
MEP Engineer	\$211.59
MEP Project Engineer	\$156.73
Misc. Support 1	\$88.01
Misc. Support 2	\$102.68
Office Engineer I	\$133.08
Office Engineer II	\$162.65
Office Engineer III	\$192.22
Operations Analyst	\$190.71
Permit Coordinator	\$140.59
Principal Estimator	\$191.71
Project Controls Engineer I	\$133.08
Project Controls Engineer II	\$162.65
Project Controls Engineer III	\$192.22
Project Controls Manager	\$162.65 - \$204.20
Project Controls Manager I	\$133.08
Project Controls Manager II	\$162.65
Project Controls Manager III	\$192.22
Project Manager	\$140.00 - \$264.05
QA/QC Manager	\$134.45
Report Writer	\$135.84
Scheduler	\$143.10
Scheduler I	\$133.08
Scheduler II	\$162.65
Scheduler III	\$192.22
Senior Engineer	\$135.84 - \$234.08
Senior Special Inspector (Double Time)	\$263.40
Senior Special Inspector (Overtime & Weekends)	\$197.59
Senior Special Inspector (Regular Time)	\$131.73
Senior Special Inspector (Swing Shift)	\$148.20
Special Inspector (Double Time)	\$251.75
Special Inspector (Overtime & Weekends)	\$188.81
Special Inspector (Regular Time)	\$125.88
Special Inspector (Swing Shift)	\$141.62
Sr. Business Analyst	\$211.59
Sr. Designer	\$133.99

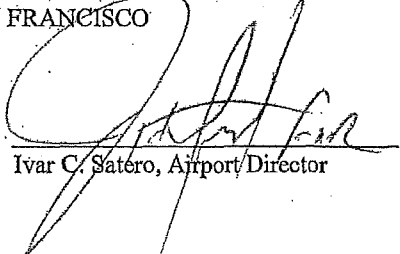
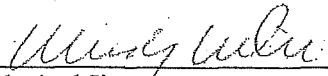
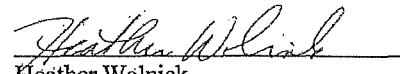


Sr. Electrical Estimator	\$183.17
Sr. Estimator	\$182.40 - \$221.79
Sr. Field Engineer	\$207.01
Sr. IT Systems Analyst	\$190.71
Sr. Mechanical Estimator	\$194.62
Sr. Network Designer	\$162.25
Sr. Project Controls Manager	\$221.79
Sr. Scheduler	\$221.79
Sr. Systems Designer	\$183.37
Sr. Systems Engineer	\$169.26
Stakeholder Manager	\$228.85
Structural Estimator	\$163.24
Subject Matter Expert	\$216.20 - \$269.30
System Eng./MIS/IT/Controls	\$219.69
Systems Designer	\$110.75

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
Approved as to Form:	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, MO 63143 Telephone Number: 314-991-2228
Dennis J. Herrera City Attorney	95158 City Vendor Number
By:  Heather Wolnick Deputy City Attorney	0000020321 City Supplier Number 20-0568153 Federal Employer ID Number

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

Fourth Modification

Contract 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program

THIS MODIFICATION (this "Modification") is made as of June 20, 2017, in San Francisco, California, by and between Faith Group, LLC ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission authorized the First Modification to the Agreement to proceed with Phase II of the PIDS project; and
- D. On March 2, 2016, the City and Contractor administratively modified the Second Modification the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges; and
- E. On July 19, 2016, by Resolution No. 16-0210, the Commission authorized the Third Modification to the Agreement to increase the contract amount by \$2,989,142, for a new not-to-exceed total contract amount of \$5,660,142, and extend the contract term for services through October 15, 2017; and
- F. 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, add a new sub-consultant, and to make other administrative changes; and
- G. On June 20, 2017, by Resolution No. 17-0154, the Commission approved this Modification to the Contractor to increase the contract amount by \$4,160,653, for a new not-to-exceed total contract amount of \$9,820,795, and to extend the term of the contract to August 15, 2018; and
- H. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; 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:

First Modification,                      dated February 2, 2016, and  
Second Modification,                   dated March 2, 2016, and  
Third Modification,                     dated July 19, 2016.

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 August 15, 2018.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed Four Million One Hundred Sixty Thousand Six Hundred Fifty Three Dollars (\$4,160,653) for a new total not to exceed amount of Nine Million Eight Hundred Twenty Thousand Seven Hundred Ninety Five Dollars (\$9,820,795).

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 part 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 65.1 through 65.6 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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 Fed. Reg. 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 U.S.C. 1681 et seq).

5. **New Section 68. Airport Commission Rules and Regulations** is hereby added to read as follows:

**68. 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 69. Federal Fair Labor Standard Act** is hereby added to read as follows:

**69. Federal Fair Labor Standards Act.** This Agreement incorporates by reference the provisions of 29 CFR part 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 70. Occupational Safety and Health Act of 1970** is hereby added to read as follows:

**70. Occupational Safety and Health Act of 1970.** This Agreement incorporates by reference the requirements of 29 CFR Part 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 (20 CFR Part 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, Paragraph 4. Approved Overhead Rates** is hereby deleted in its entirety and replaced as follows:

4. **Approved Overhead Rates**

4.1 The Airport shall pay the lesser of a firm's current audited overhead rates, or the maximum approved overhead rates as follows:

Firm Name	Overhead Rate
Faith Group, LLC	157.7%
Cooper Pugada Management, Inc.	110%
Saylor Consulting	125.97%
Chavez & Associates	157.28%
Cornerstone Transportation Consulting	159.75%
Strong Electric & Solar	0%
CHS Consulting Group	160.6%
ACG Engineers, Inc.	84%
BASS Electric (fixed rates)	0%
Inspired Data Solutions	99%
PMA Consultants	121.21%

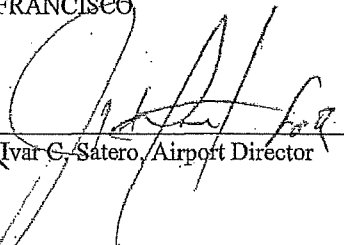
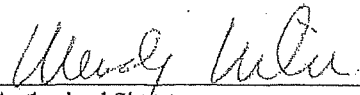
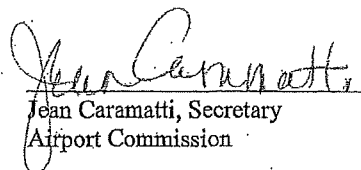
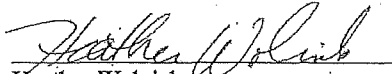
4.2 Contractor shall submit to the Airport current certified reviewed financial audit report(s) of overhead cost rates for home and/or field office rates upon award of this Agreement and upon request for a change or addition to the maximum approved overhead rates stated in this Paragraph 4.

4.3 The home office overhead cost rate shall be used when staff works in an office provided by the Contractor. The field office overhead cost rate shall be used when staff is assigned full time to an office provided by the Airport. To qualify for the field office overhead cost rate the Airport shall provide office spaces, utilities, telephone service, internet access, and computers.

9. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of 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:	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, MO 63143 Telephone Number: 314-991-2228
By:  Jean Caramatti, Secretary Airport Commission	95158 City Vendor Number
Resolution No: 17-0154	20-0568153 Federal Employer ID Number
Adopted on: June 20, 2017	
Approved as to Form:	
Dennis J. Herrera City Attorney	
By:  Heather Wolnick Deputy City Attorney	



AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 17-0154

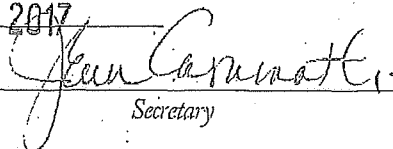
APPROVAL OF MODIFICATION NO. 4 (ANNUAL RENEWAL) TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM TO FAITH GROUP, LLC IN AN AMOUNT OF \$4,160,653 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED \$9,820,795 FOR SERVICES THROUGH AUGUST 15, 2018

- WHEREAS, on September 1, 2015, the Commission awarded Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program to Faith Group LLC, in amount not to exceed \$2,671,000 for the first year of services; and
- WHEREAS, Administrative Modification Nos. 1 and 2 have been executed during the first year of services with no change to the contract amount or duration; and
- WHEREAS, on July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 for the second year of services and increased the contract amount accordingly; and
- WHEREAS, Staff and Faith Group, LLC have reached agreement on scope, staffing and fee for the third-year of service; and
- WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise sub-consultant participation requirement of 18% for this Contract and Faith Group, LLC has committed to meeting that requirement; now, therefore, be it
- RESOLVED, that the Commission hereby approves Modification No. 4 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program, with Faith Group, LLC in an amount of \$4,160,653 with a new contract amount not to exceed \$9,820,795 for services through August 15, 2018.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of*

JUN 20 2017

  
Secretary



San Francisco International Airport

MEMORANDUM

June 20, 2017

TO: AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of Modification No. 4 (Annual Renewal) to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP, LLC, IN AN AMOUNT OF \$4,160,653 FOR A NEW CONTRACT AMOUNT NOT TO EXCEED \$9,820,795 FOR SERVICES THROUGH AUGUST 15, 2018.

Executive Summary

Transmitted herewith for your approval is a proposed Resolution approving Modification No. 4 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program to Faith Group, LLC in an amount of \$4,160,653 for a new contract amount not to exceed \$9,820,795 and for the third year of services through August 15, 2018.

The Airport Security Infrastructure Program (Program) will enhance security systems based on a prioritized set of recommendations. The Program includes three projects for Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology. The three projects are Internet Protocol Camera Coverage Project, Access Control System Improvements Project, and Perimeter Instruction Detection System Project.

This Modification is an annual renewal and increases the overall contract amount for the third year of services. This Contract provides Project Management Support Services for the Program, which include cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

IVAR C. SATERO  
AIRPORT DIRECTOR

THIS PRINT COVERS CALENDAR ITEM NO. 4

**Background**

On September 1, 2015, by Resolution No. 15-0170, the Commission awarded a contract to Faith Group, LLC for Project Management Support Services in an amount not to exceed \$2,671,000 for the first year of services.

Modification Nos. 1 and 2 administratively modified the original Agreement to add previously authorized Program scope and to amend the Calculation of Charges to add new subcontractors and redistribute position classifications, both with no impact to time or contract amount.

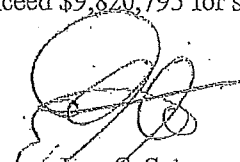
On July 19, 2016, by Resolution No. 16-0210, the Commission approved Modification No. 3 for the second year of services. This Modification increased the contract amount to \$5,660,142 for services through October 15, 2017.

This Modification No. 4 is for the third year of services. Staff and Faith Group, LLC have reached agreement on scope, staffing and fee for the third year of services. The estimate total value of this Contract at completion is \$14,415,977. The scope of services for this Contract has been modified to include professional surveys and site inspection work in support of the Program. The forecasted contract value remains within the overall Program budget.

The City's Contract Monitoring Division has approved an 18% Local Business Enterprise sub-consultant participation requirement for this Contract and Faith Group, LLC has committed to meeting this requirement.

**Recommendation**

Based on the above, I recommend that the Commission approve Modification No. 4 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC in an amount of \$4,160,653 with a new contract amount not to exceed \$9,820,795 for services through August 15, 2018.



Ivar C. Satero  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Chief Development Officer  
Planning, Design & Construction

Attachments

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

Third Modification

Contract 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program

THIS MODIFICATION (this "Modification") is made as of July 19, 2016, in San Francisco, California, by and between Faith Group, LLC ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution No. 16-0045, the Commission authorized the First Modification to the Agreement to proceed with Phase II of the PIDS project; and
- D. On March 2, 2016, the City and Contractor administratively approved the Second Modification to the Agreement to update the Notice to Parties and amend Appendix B, Calculation of Charges; and
- E. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount and extend the term of the agreement; and
- F. On July 19, 2016, by Resolution No. 16-0210, the Commission approved this Third Modification to increase the contract amount by \$2,989,142, for a new not-to-exceed total contract amount of \$5,660,142, and extend the contract term for services through October 15, 2017; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; 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:

First Modification,                      dated February 2, 2016, and  
Second Modification,                      dated March 2, 2016.

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

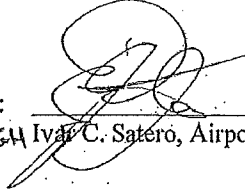
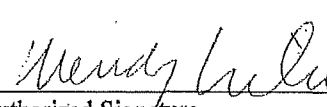
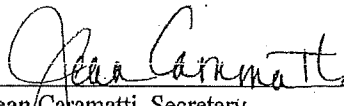
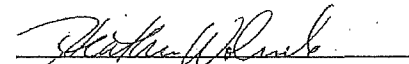
2. **Section 2. Term of the Agreement** is hereby amended to extend the term of the contract for a new ending date of **October 15, 2017**.

3. **Section 5. Compensation** is hereby amended to increase the total compensation payable by an amount not to exceed **Two Million Nine Hundred Eighty Nine Thousand One Hundred Forty Two Dollars (\$2,989,142)**, for a new total not to exceed amount of **Five Million Six Hundred Sixty Thousand One Hundred Forty Two Dollars (\$5,660,142)**.

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

5. **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:  Ivan C. Satero, Airport Director	 Authorized Signature
Attest:  By:  Jean Caramatti, Secretary Airport Commission	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, MO 63143 Telephone Number: 314-991-2228
Resolution No: 16-0210 Adopted on: July 19, 2016	95158 City Vendor Number  20-0568153 Federal Employer ID Number
Approved as to Form:  Dennis J. Herrera City Attorney  By:  Heather Wolnick Deputy City Attorney	

AIRPORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION NO. 16-0210

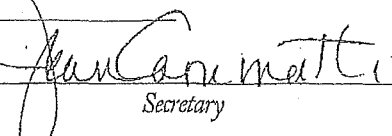
APPROVAL OF ANNUAL RENEWAL THROUGH MODIFICATION NO. 3 TO  
PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT  
SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE  
PROGRAM TO FAITH GROUP, LLC IN AN AMOUNT NOT TO EXCEED \$2,989,142  
WITH A NEW CONTRACT AMOUNT OF \$5,660,142 FOR SERVICES THROUGH  
OCTOBER 15, 2017

- WHEREAS, on September 1, 2015, the Commission awarded Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program to Faith Group LLC, in amount not to exceed \$2,671,000 for the first year of services; and
- WHEREAS, Administrative Modification Nos. 1 and 2 have been executed during the first year of services with no change to the contract amount or duration; and
- WHEREAS, Modification No. 3 provides for an additional year of program management support and extends the contract duration accordingly; and
- WHEREAS, Staff and Faith Group, LLC have reached agreement on scope, staffing and fee for the second year of service; and
- WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise sub-consultant participation requirement of 18% for this Contract and Faith Group, LLC has committed to meeting that requirement; now, therefore, be it
- RESOLVED, that the Commission hereby approves Modification No. 3 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program, with Faith Group, LLC in an amount not to exceed \$2,989,142 with a new contract amount of \$5,660,142 for services through October 15, 2017.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of* \_\_\_\_\_

JUL 19 2016

  
Secretary



San Francisco International Airport

MEMORANDUM

July 19, 2016

TO: AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of Annual Renewal through Modification No. 3 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program

DIRECTOR'S RECOMMENDATION: APPROVE ANNUAL RENEWAL THROUGH MODIFICATION NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$2,989,142 WITH A NEW CONTRACT AMOUNT OF \$5,660,142 FOR SERVICES THROUGH OCTOBER 15, 2017.

Executive Summary

Transmitted herewith for your approval is a proposed Resolution approving Modification No. 3 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program to Faith Group, LLC in an amount not to exceed \$2,989,142 with a new contract amount of \$5,660,142 and for the second year of services through October 15, 2017.

The Airport Security Infrastructure Program (Program) will enhance security systems based on a prioritized set of recommendations. The Program will include three projects for Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology. The three projects are Internet Protocol Camera Coverage Project, Access Control System Improvements Project, and Perimeter Instruction Detection System Project.

This Modification is an annual renewal and increases the overall contract amount for the second year of services. This Contract provides Project Management Support Services for the Program, which include cost/schedule controls, construction management, special inspections, document control, and other administrative support functions.

THIS PRINT COVERS CALENDAR ITEM NO. 7

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE      LARRY MAZZOLA      LINDA S. CRAYTON      ELEANOR JOHNS      RICHARD J. GUGGENHIME      PETER A. STERN      JOHN L. MARTIN  
MAYOR      PRESIDENT      VICE PRESIDENT      AIRPORT DIRECTOR

Post Office Box 8097 San Francisco, California 94128 Tel 650.821.5000 Fax 650.821.5005 www.flysfo.com



**Background**

On September 1, 2015, by Resolution No. 15-0170, the Commission awarded a contract to Faith Group, LLC for Project Management Support Services in an amount not to exceed \$2,671,000 for the first year of services. This Contract is structured as a cost-plus-fixed-fee contract.

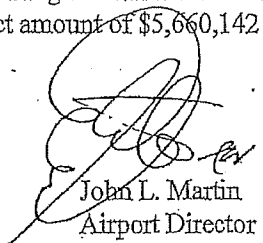
Modification Nos. 1 and 2 administratively modified the original Agreement to add previously authorized Program scope and to amend the Calculation of Charges to add new subcontractors and redistribute position classifications, both with no impact to time or contract amount.

This Modification No. 3 is for the second year of services. The Consultant will continue to facilitate the design and construction documents, and management of construction activities during the second year of service. Staff and Faith Group, LLC have reached agreement on scope, staffing and fee for the second year of services.

The City's Contract Monitoring Division has approved an 18% Local Business Enterprise sub-consultant participation requirement for this Contract and Faith Group, LLC has committed to meeting this requirement.

**Recommendation**

Based on the above, I recommend that the Commission approve Modification No. 3 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC in an amount not to exceed \$2,989,142 with a new contract amount of \$5,660,142 for services through October 15, 2017.



John L. Martin  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Deputy Airport Director  
Design & Construction

Attachments

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

**Second Modification**

**Contract 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program**

THIS MODIFICATION (this "Modification") is made as of March 2, 2016, in San Francisco, California, by and between **Faith Group, LLC** ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. On February 2, 2016, by Resolution 16-0045, the Commission authorized the Contractor to proceed with Phase II of the PIDS project through the First Modification; and
- D. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update the Notice to Parties and amend Appendix B - Calculation of Charges; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; 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:  
  
**First Modification, dated February 2, 2016.**
  - b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.
- 2. **Section 25. Notices to the Parties** is hereby replaced in its entirety with a New Section 25. Notices to the Parties to read as follows:

**25. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Ryan Kuss, Airport Project Manager  
Design & Construction  
San Francisco International Airport  
P.O. Box 8097  
San Francisco, California 94128  
Email: [ryan.kuss@flysfo.com](mailto:ryan.kuss@flysfo.com)  
FAX: 650-821-7799

To Contractor: Wendy Wilke  
Principal  
Faith Group, LLC  
3101 South Hanley Road, Suite 100  
St. Louis, MO 63143  
Email: [wendy@faithgroupllc.com](mailto:wendy@faithgroupllc.com)  
FAX: 314-991-2268

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

3. **Appendix B - Calculation of Charges**, is hereby amended to add new subcontractors and to delete and replace the Billing Rates.

a. **Paragraph 4. Approved Overhead Rates** hereby deleted in its entirety and replaced as follows:

4.1 The following Approved Overhead Rates are included in the approved Billing Rates stated in Paragraph 6:

Firm Name	Overhead Rate
Faith Group, LLC	129.8%
Cooper Pugeda Management, Inc.	110%
Saylor Consulting	125.97%
Chavez & Associates	157.28%
Cornerstone Transportation Consulting	159.75%
Strong Electric & Solar	0%
CHS Consulting Group	160.6%
ACG Engineers, Inc.	84%
BASS Electric (fixed rates)	0%
Inspired Data Solutions	99%

4.2 The Prime and each subcontractor will submit a current certified reviewed financial audit report of the overhead cost rates to the Commission for review and approval upon request for a change in the Approved Overhead Rates.

b. **Paragraph 6. Billing Rates** is hereby deleted in its entirety and replaced with the following:

6. **BILLING RATES**

The approved fully burdened (overhead and Fee included) maximum Billing Rates for each position are as follows:

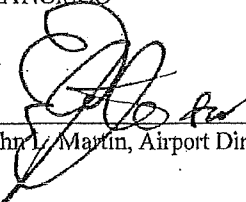
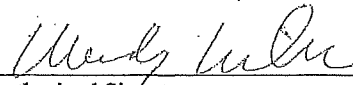
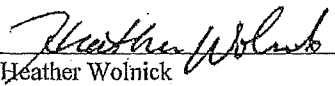
CLASSIFICATION	BILLING RATE
Admin. Assistant I	\$85.72
Admin. Assistant II	\$114.29
Admin. Assistant/Clerk	\$56.60
Administrative I	\$66.84
Administrative 2	\$60.77
Analyst	\$82.66
Apprentice – Electrical	\$90.00
Business Process Analyst	\$212.26
CAD Designer	\$75.83
CAD Operator	\$69.01
Chief Estimator	\$184.04
Construction Inspector	\$113.75
Construction Manager	\$139.03 - \$149.15
Cost Engineer	\$75.83
Design/Technical Manager	\$145.96
Document Control Clerk	\$65.09
Document Control Manager	\$114.42
Document Control Spec. I	\$85.72
Document Control Spec. II	\$114.29
Document Control Technician	\$87.17
Engineer	\$80.89
Estimate Coordinator	\$65.72
Estimator	\$80.66
Estimator I/1	\$82.00 - \$128.58
Estimator II/2	\$137.41 - \$157.15
Estimator III/3	\$185.72
Field Engineer I	\$114.29
Field Engineer II	\$142.86
Field Engineer III	\$171.44
Field Inspector	\$103.64
IT Designer	\$111.86
Inspector	\$128.58
Inspector 1	\$173.77
Inspector 2	\$127.84
Journeyman – Electrical	\$135.00
MEP Engineer	\$182.30
MEP Project Engineer	\$151.43
Misc. Support 1	\$75.83
Misc. Support 2	\$88.47
Office Engineer I	\$128.58
Office Engineer II	\$157.15
Office Engineer III	\$185.72
Operations Analyst	\$164.31
Permit Coordinator	\$135.84
Principal Estimator	\$185.23
Project Controls Engineer I	\$128.58

Project Controls Engineer II	\$157.15
Project Controls Engineer III	\$185.72
Project Controls Manager	\$197.29
Project Controls Manager I	\$128.58
Project Controls Manager II	\$157.15
Project Controls Manager III	\$185.72
Project Manager	\$181.13 - \$227.50
Project Manager – Electrical	\$140.00
Report Writer	\$117.04
Scheduler	\$138.26
Scheduler I	\$128.58
Scheduler II	\$157.15
Scheduler III	\$185.72
Senior Engineer	\$117.04
Specialty System Manager	\$200.00
Sr. Business Analyst	\$182.30
Sr. Designer	\$115.44
Sr. Electrical Estimator	\$176.98
Sr. Estimator	\$105.74 - \$214.29
Sr. Field Engineer	\$200.01
Sr. IT Systems Analyst	\$164.31
Sr. Mechanical Estimator	\$188.04
Sr. Network Designer	\$139.79
Sr. Project Controls Manager	\$214.29
Sr. Scheduler	\$214.29
Sr. Systems Designer	\$157.99
Sr. Systems Engineer	\$145.83
Stakeholder Manager	\$197.17
Structural Estimator	\$157.72
Subject Matter Expert	\$208.89 - \$240.14
Systems Designer	\$95.42
Systems Eng./MIS/IT/Controls	\$212.26
Technical Writer	\$85.00

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

5. **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:  John L. Martin, Airport Director	 Authorized Signature
Approved as to Form:  Dennis J. Herrera City Attorney	Wendy Wilke Managing Principal Faith Group, LLC 3101 South Hanley Road, Suite 100 St. Louis, MO 63143 Telephone Number: 314-991-2228
By:  Heather Wolnick Deputy City Attorney	95158 City Vendor Number  20-0568153 Federal Employer ID Number

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

First Modification

Contract 10511.41  
Program Management Support Services for  
Airport Security Infrastructure Program

THIS MODIFICATION (this "Modification") is made as of February 2, 2016, in San Francisco, California, by and between Faith Group, LLC ("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 September 1, 2015, by Resolution No. 15-0170, the Commission awarded Phase I of this Agreement to the Contractor for one (1) year with an amount not-to-exceed \$2,671,000; and
- C. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to amend Section 4 and Section 5 of the Terms and Conditions, and amend Appendix A to include Phase II of the Perimeter Intrusion Detection System (PIDS) project; and
- D. On February 2, 2016, by Resolution No. 16-0045, the Commission authorized the Contractor to proceed with Phase II of the PIDS project; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; and
- F. The Parties wish to modify the Agreement's provisions pertaining to the services Contractor agrees to perform; and
- G. Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; 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.
  - b. **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.
- 2. **Paragraph G** is hereby deleted in its entirety and paragraph H will become paragraph G.

3. **Section 4. Services Contractor Agrees to Perform** is hereby amended and replaced with the following:

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be Provided by Contractor," attached hereto and incorporated by reference as though fully set forth in this Agreement. If Appendix A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

4. **Section 5. Compensation** is hereby amended and replaced with the following:

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Two Million Six Hundred Seventy-One Thousand Dollars (\$2,671,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth in this Agreement. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Airport Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no even shall City be liable for interest or late charges for any late payments.

5. **New Section 58. Graffiti Removal** is hereby replaced in its entirety with a **New Section 58. Sugar-Sweetened Beverage Prohibition** to read as follows:

58. **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will 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.

6. **Appendix A, Services Contractor Agrees to Perform, 3. Perimeter Intrusion Detection System (PIDS)**, is hereby amended and replaced with the following:

3. **Perimeter Intrusion Detection System (PIDS).** This project would enhance security operations along the perimeter of the Airport facility and associated critical infrastructure. This project would also construct new and/or replace existing ductbank infrastructure campus-wide to support the requirements of the various security systems. In some instances, the project may also remove existing, abandoned cables to create new pathways for connectivity.

As such, services described in this Appendix A for the PIDS Project are divided into two Phases:

- Phase I includes Task I – Field Surveys.
- Phase II includes Task II – Master Security Infrastructure Test Plan (MTP); Task III – Overall Program-Level Management Services; and Task IV – Project-Level Management Support Services

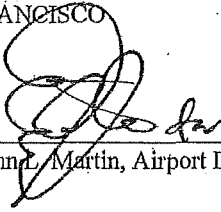
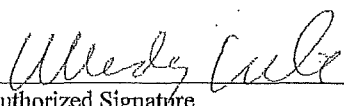
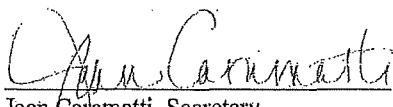
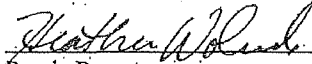


The PIDS Project Phases I and II services are authorized and may proceed in accordance with this Agreement.

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

8. **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:  John L. Martin, Airport Director	Authorized Signature 
Attest:  By:  Jean Caramatti, Secretary Airport Commission	Wendy Wilke Managing Principal Faith Group, LLC 930 N. McKnight Road 3101 S. HANLEY RD St. Louis, MO 63132-6343 Telephone Number: 314-991-2228
Resolution No: 16-0045 Adopted on: February 2, 2016	95158 City Vendor Number
Approved as to Form:  Dennis J. Herrera City Attorney	20-0568153 Federal Employer ID Number
By:  Randy Parent Deputy City Attorney	

AIRPORT COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO  
RESOLUTION NO. 16-0045

APPROVAL OF MODIFICATION NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM FOR AUTHORIZATION TO PROCEED WITH PHASE II OF THE PERIMETER INTRUSION DETECTION SYSTEM PROJECT

WHEREAS, on January 20, 2015, the Commission awarded a contract to Faith Group, LLC for Program Management Support Services for the Airport Security Infrastructure Program in amount not to exceed \$2,671,000 for one year of services through October 19, 2016; and

WHEREAS, the Commission did not authorize Phase II of the Perimeter Intrusion Detection System (PIDS) to proceed until environmental review under the California Environmental Quality Act (CEQA) was completed; and

WHEREAS, the San Francisco Planning Department, Environmental Planning Division, has determined that the PIDS Project is exempt from review under the California Environmental Quality Act as a Class 1 and 3 categorical exemption (Planning Department File No. 2015-012102ENV); and

WHEREAS, on October 27, 2015, the Commission determined to proceed with the PIDS Project; and

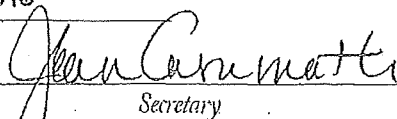
WHEREAS, Modification No. 1 authorizes the Faith Group, LLC to proceed with Phase II of the PIDS Project; now, therefore, be it

RESOLVED, that the Commission hereby approves Modification No. 1 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program with Faith Group LLC, for authorization to proceed with Phase II of the Perimeter Intrusion Detection System Project.

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of* \_\_\_\_\_

FEB 02 2016

  
Secretary



San Francisco International Airport

MEMORANDUM

February 2, 2016

TO: AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Approval of Modification No. 1 to Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM WITH FAITH GROUP, LLC., FOR AUTHORIZATION TO PROCEED WITH PHASE II OF THE PERIMETER INTRUSION DETECTION SYSTEM PROJECT.

Executive Summary

Transmitted herewith for your approval is a proposed Resolution approving Modification No. 1 to Professional Services Contract No. 10511.41 Project Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC, for authorization to proceed with Phase II of the Perimeter Intrusion Detection System (PIDS) Project.

The Airport Security Infrastructure Program (Program) will enhance the Airport security systems based on a prioritized set of recommendations. The Program will include three projects that will improve and expand Airport-wide infrastructure to increase safety and security of the Airport's assets, operations, and technology. The three projects include Internet Protocol Camera Coverage Project, Access Control System Improvement Project, and the PIDS Project.

Modification No. 1 authorizes the Faith Group, LLC to proceed with Phase II of the PIDS Project.

Background

On January 20, 2015 by Resolution No. 15-0012, the Commission authorized the Director to issue a Request for Qualifications/Proposals for Project Management Support Services for the PIDS Project and to negotiate with the highest-ranked proposer.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

THIS PRINT COVERS CALENDAR ITEM NO. 9

EDWIN M. LEE  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

PETER A. STERN

JOHN L. MARTIN  
AIRPORT DIRECTOR

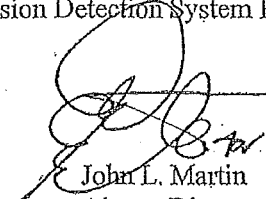
On September 1, 2015, the Commission awarded a contract to Faith Group, LLC for Program Management Support Services in an amount not to exceed \$2,671,000 for the first year of services through October 19, 2016. This Contract is structured as a cost-plus-fixed-fee contract. The total estimated contract value is \$6,241,000

This Contract provides Program Management Support Services for the Program. The services include design and construction management services, program controls, contract administration, cost estimating services, and field inspection.

Modification No. 1 is for the first year of services. Pursuant to Resolution No. 15-0170, the Commission did not authorize to proceed with Phase II of the PIDS Project until the following criteria was met: 1) environmental review under California Environmental Quality Act (CEQA) was completed; 2) the Commission determines to proceed with the PIDS Project; and 3) the Commission authorizes Phase II work to go forward. The San Francisco Planning Department, Environmental Review Division's determined that the PIDS Project is exempt from review under CEQA as a Class 1 and 3 categorical exemption (Planning Department File No. 2015-012102ENV); and on October 27, 2015 by Resolution No. 15-0220, the Commission determined to proceed with the PIDS Project.

#### Recommendation

Based on the above, I recommend that the Commission approve Modification No. 1 to Professional Services Contract No. 10511.41 Program Management Support Services for the Airport Security Infrastructure Program with Faith Group, LLC for authorization to proceed with Phase II of the Perimeter Intrusion Detection System Project.



John L. Martin  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Deputy Airport Director  
Design & Construction

Attachments

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

Agreement between the City and County of San Francisco and

Faith Group, LLC

Contract No. 10511.41  
Program Management Support Services  
For  
Airport Security Infrastructure Program

This Agreement is made this 1st day of September, 2015, in the City and County of San Francisco, State of California, by and between: Faith Group, LLC, 930 N. McKnight Road, St. Louis, MO 63132 (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 is proceeding with the planning for the Airport Security Infrastructure Program at the San Francisco International Airport (the "Airport" or "SFO") and requires the assistance of an experienced consultant to assist in all phases of program planning and development; and,
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On March 19, 2015, the Commission issued a Request for Proposals ("RFP") and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and
- D. On September 1, 2015, by Resolution No. 15-0170, the Commission awarded Phase I of this Agreement to the Contractor; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46926-14/15 on May 18, 2015; and
- F. This Agreement includes services relating to three projects: 1) Access Control System Improvements Project, 2) Internet Protocol Camera Coverage Project, and 3) the potential Perimeter Intrusion Detection System (PIDS) Project. Contractor's services will be divided into two phases for the PIDS project: Phase I – the Telecommunication Duct Bank Survey and Phase II – all Program-level management services and Project Management Services for PIDS; and
- G. The PIDS Project Phase II work will not proceed unless and until any required environmental review for the PIDS Project is completed, the Airport Commission determines to proceed with the PIDS Project by Resolution, and the Airport Commission authorizes the Phase II work to proceed through a modification to this Agreement and certification as to the availability of additional funds by the City Controller for the Phase II compensation; and

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

Now, THEREFORE, the parties agree as follows:

#### Terms and Conditions

1. **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be twelve (12) months, beginning with the first working day following contract certification.

3. **Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. **Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be Provided by Contractor," attached hereto and incorporated by reference as though fully set forth in this Agreement. If Appendix A includes as-needed services, such services shall be requested by City through the issuance of a written task order signed by City and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. The task order shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment. Phase II work for the PIDS Project will not and may not proceed unless and until any environmental review for the PIDS Project that may be required is completed. Contractor may proceed with Phase II services for the PIDS Project as described in Appendix A only upon express approval by the Airport Commission, as a modification to this Agreement, and certification as to the availability of funds by the City Controller for the Phase II compensation. The Commission retains full discretion to examine alternatives to the PIDS Project, adopt mitigation measures, modify the Project or decide not to proceed with the Project. If the Commission decides not to proceed with the PIDS Project, the Phase II work would not be authorized and would not proceed. By entering into this Agreement with the City, Contractor acknowledges and agrees that the City is not committing to proceed with the PIDS Project and cannot guarantee that any work under Phase II will be available for Contractor to perform.

5. **Compensation.** Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Airport Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In

no event shall the amount of this Agreement exceed **Two Million Six Hundred Seventy-One Thousand Dollars (\$2,671,000)**. Contractor acknowledges and agrees that the Controller will certify initial funds for Phase I in an amount not to exceed One Million Four Hundred Eighty Nine Thousand (\$1,489,000), for services relating to the Access Control System Improvements Project; the Internet Protocol Camera Coverage Project, and Phase I of the potential PIDS project. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth in this Agreement. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Airport Commission as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**6. Guaranteed Maximum Costs.** The City's obligation under this Agreement shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**7. Payment; Invoice Format.** Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

**8. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §§6.80-6.83, any contractor, subcontractor, supplier, consultant or subconsultant who submits a false claim shall be liable to the City for the statutory penalties set forth in those sections. A contractor, subcontractor, supplier, consultant or subconsultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**9. Disallowance, NOT APPLICABLE**

**10. Taxes**

**10.1** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.



10.2 Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

10.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

10.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

10.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

10.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, and must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

**13. Responsibility for Equipment.** City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**14. Independent Contractor; Payment of Taxes and Other Expenses**

**14.1 Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or

employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

**14.2 Payment of Taxes and Other Expenses.** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

## **15. Insurance**

**15.1** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor, or each of Contractor's Joint Venture Partners, must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

15.1.1 Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

15.1.2 Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

15.1.3 Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

15.1.4 Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. If the Contractor is a Joint Venture, each member of the Joint Venture must maintain individual Professional Liability insurance and each policy must include 'Joint Venture' coverage but only for the liability arising out of the professional services performed by the Joint Venture member. The Contractor may be asked to provide all applicable policies for verification of coverage.

15.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

15.2.1 Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees. If the Contractor is a Joint Venture, each Joint Venture Partner's policies must be endorsed to include each other Joint Venture partner AND the Joint Venture as additional insureds.

15.2.2 That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

15.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

15.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

15.5 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

15.6 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

15.7 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor or any Joint Venture Partner, their employees, agents and subcontractors.

15.8 If Contractor or any Joint Venture Partner will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**16. Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**17. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

**18. Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Liquidated Damages. NOT APPLICABLE**

**20. Default; Remedies**

20.1 Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

20.1.1 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8. Submitting False Claims; Monetary Penalties.                      37. Drug-Free Workplace Policy

- |   |                                       |
|---|---------------------------------------|
| 10. Taxes   | 53. Compliance with Laws              |
| 15. Insurance                                       | 55. Supervision of Minors             |
| 24. Proprietary or Confidential Information of City | 57. Protection of Private Information |
| 30. Assignment                                      |                                       |

20.1.2 Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten (10) days after written notice of an Event of Default from City to Contractor.

20.1.3 Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

20.1.4 A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

20.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

20.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**21. Termination for Convenience**

21.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

21.2 Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

21.2.1 Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

21.2.2 Not placing any further orders or subcontracts for materials, services, equipment or other items.

21.2.3 Terminating all existing orders and subcontracts.

21.2.4 At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

21.2.5 Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

21.2.6 Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

21.2.7 Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

21.3 Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

21.3.1 The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

21.3.2 A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

21.3.3 The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

21.3.4 A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

21.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (21.3). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (21.3).

21.5 In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (21.4); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

21.6 City's payment obligation under this Section shall survive termination of this Agreement.

22. **Rights and Duties upon Termination or Expiration.** This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- |   |   |
|---|---|
| 8. Submitting False Claims                                      | 24. Proprietary or Confidential Information of City     |
| 9. Disallowance   | 26. Ownership of Results                                |
| 10. Taxes   | 27. Works for Hire                                      |
| 11. Payment does not imply Acceptance of Work                   | 28. Audit and Inspection of Records                     |
| 13. Responsibility for Equipment                                | 48. Modification of Agreement.                          |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 49. Administrative Remedy for Agreement Interpretation. |
| 15. Insurance   | 50. Agreement Made in California; Venue                 |
| 16. Indemnification   | 51. Construction  |
| 17. Incidental and Consequential Damages                        | 52. Entire Agreement                                    |
| 18. Liability of City   | 56. Severability  |
|   | 57. Protection of Private Information                   |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. **Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. **Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance or contemplation of the work or services under this Agreement, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same

standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. **Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To City: Ryan Kuss, Airport Project Manager  
Design & Construction  
San Francisco International Airport  
P. O. Box 8097  
San Francisco, California 94128  
Email: [ryan.kuss@flysfo.com](mailto:ryan.kuss@flysfo.com)  
FAX: 650-821-7799

To Contractor: Wendy Wilke  
Principal  
Faith Group, LLC  
930 N. McKnight  
St. Louis, MO 63132  
Email: [wendy@faithgroupllc.com](mailto:wendy@faithgroupllc.com)  
FAX: 314-991-2268

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. **Ownership of Results.** Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. **Works for Hire.** If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a



period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

**29. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**30. Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations under this Agreement may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**31. Non-Waiver of Rights.** The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

**32.1** Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

**32.2** The requirements of Chapter 12T shall only apply to the Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, and shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, whose employment is or would be in whole or in substantial part physically located in the City and County of San Francisco, which excludes Airport property.

**32.2.1** Applicants or employees who would be or are performing work in furtherance of this Agreement may be required to be screened by the U.S. Department of Homeland Security for security badging. A rejection by the U.S. Department of Homeland Security of an applicant's or employee's security badging application, and the resulting inability of the Contractor to hire the applicant or assign the employee to perform services under this Agreement, shall not be considered an Adverse Action under Chapter 12T.

**32.3** Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**32.4** Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment or

employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

32.5 Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32.4, above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

32.6 Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

32.7 Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

32.8 Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

### **33. Local Business Enterprise Utilization; Liquidated Damages**

33.1 **The LBE Ordinance.** Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

### **33.2 Compliance and Enforcement**

**33.2.1 Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division ("CMD") or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

**33.2.2 Subcontracting Requirement Goals.** The LBE subcontracting participation goal for this contract is eighteen percent (18%). Contractor shall fulfill the subcontracting commitment made in its bid or proposal, as amended through negotiation of the scope of work for this Agreement. Each invoice submitted to City for payment under this Agreement shall also be uploaded to the City's LBEUTS. Contractor is also required to enter subcontractor payment information and payment confirmation information into LBEUTS for each payment request. Failure to provide the required information for each invoice or payment request shall entitle City to withhold 20% of the amount of that invoice until the information is entered and the invoice uploaded into LBEUTS by Contractor. For more information regarding LBEUTS and training sessions, please go to <http://www.sfgov.org/LBEUTS>. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

**33.2.3 Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to a) log into LBEUTS and confirm receipt of each payment from Contractor, b) maintain records necessary for monitoring each subcontractor's compliance with the LBE Ordinance for a period of three years following termination of this contract, and c) make such records available for audit and inspection by the Director of CMD or the Controller upon request.

**33.2.4 Payment of Subcontractors.** Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten (10) working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment

requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten (10) working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

**33.3 LBEUTS.** The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of payment information into the Local Business Enterprise Utilization Tracking System (LBEUTS), a secure web-based tracking system. CMD will use the submitted information to monitor compliance with the 14B LBE Ordinance. If Contractor fails to upload the invoice or enter required information into LBEUTS and such failure is not explained to CMD's satisfaction, Controller may withhold 20% of the payment due pursuant to the invoice until Contractor enters the information into LBEUTS.

#### **34. Nondiscrimination; Penalties**

**34.1 Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**34.2 Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

**34.3 Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**34.4 Condition to Contract.** As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

**34.5 Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and

made a part of this Agreement as though fully set forth in this Agreement. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**35. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

**36. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**37. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

**38. Resource Conservation.** Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated in this Agreement by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**39. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

**40. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**41. Public Access to Meetings and Records.** If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by

all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

**42. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**43. Requiring Minimum Compensation for Covered Employees**

43.1 Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated in this Agreement by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

43.2 The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

43.3 Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within ninety (90) days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

43.4 Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

43.5 The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

43.6 Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

43.7 Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

43.8 Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

43.9 If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

#### **44. Requiring Health Benefits for Covered Employees.**

44.1 Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth in this Agreement. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

44.2 For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

44.3 Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

44.4 Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

44.5 Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

44.6 Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

44.7 Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

44.8 Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

44.9 Contractor shall keep itself informed of the current requirements of the HCAO.

44.10 Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

44.11 Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten (10) business days to respond.

44.12 Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.



44.13 City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

44.14 If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

**45. First Source Hiring Program.** This Section incorporates the requirements of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83 (entitled "First Source Hiring Program"). Contractor agrees to participate and comply with the provisions of the First Source Hiring Program. As part of the Contractor's Agreement with the City, the Contractor shall incorporate provisions of the First Source Hiring Program into any Joint Venture Partnership and shall require subcontractors to do the same. The Mayor's Office of Economic and Workforce Development is the Contractor's main contact for the First Source Hiring Program. For more information regarding First Source Hiring Program, please go to: <http://www.workforcedevelopmentsf.org/>.

**45.1 Definitions.** The provisions of Chapter 83 of the San Francisco Administrative Code apply to this Agreement. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided in this Agreement. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

**45.1.1 Entry Level Position:** Any non-managerial position that requires either: (a) no education above a high school diploma or certified equivalency; or (b) less than two years training or specific preparation; and (c) shall include temporary positions and paid internships.

**45.1.2 Trainee:** A economically disadvantaged worker identified by the First Source Hiring Program as having the appropriate training, employment background and skill set for an available Entry Level Position specified by the Contractor.

**45.2 First Source Hiring Goals.**

45.2.1 Over the life of the Agreement, the Contractor shall make good faith efforts to hire a minimum number of Trainees referred by the First Source Hiring Program to fulfill available Entry Level Positions based on the Contractor Fee Schedule below:

Contractor Fee Schedule	Minimum Number of Trainees to be Hired (over the life of the contract)
\$0 – \$499,999	0
\$500,000 – \$899,999	1
\$900,000 – \$1,999,999	2
\$2,000,000 – \$4,999,999	3
\$5,000,000 – \$7,999,999	4
\$8,000,000 – \$10,999,999	5
\$11,000,000 – \$13,999,999	6
(> = \$14M, for each additional \$3 million in Contractor fees, add one additional Trainee)	

45.2.2 Contractor may decline to hire a Trainee if the Contractor considers the Trainee in good faith and deems the Trainee is not qualified. The final decision to hire a Trainee shall be made by the Contractor.

45.2.3 The Contractor shall hire the Trainee on a full-time basis for at least 12 months or on part-time basis for 24 months.

45.2.4 Trainees must be obtained through the First Source Hiring Program and the Contractor must consider all Trainees fairly and equally and comply with the non-discrimination provisions pursuant to local, state and federal laws. No existing employee may count toward the total number of Trainees hired.

### 45.3 Procedures.

45.3.1 Within 30 days of award of contract, the Contractor will email the First Source Hiring Administrator and schedule to meet with staff from the First Source Hiring Program. At the meeting, the Contractor will provide information on Entry Level Positions, number of Trainees to be hired, job description, start date and rate of pay. If the Contractor cannot quantify the numbers of Trainees to be hired, the Contractor must still meet with the First Source Hiring Program and present a workforce plan of good faith efforts towards the First Source Hiring Goals.

45.3.2 Contractors are required to notify the First Source Hiring Program of all available Entry Level Positions.

45.3.3 Contractor will designate a representative to monitor all employment related activity and be the main contact for the First Source Hiring Program.

45.3.4 Contractor will maintain documentation and records supporting good faith efforts toward the First Source Hiring Program.

45.4 **As-Needed Contracts.** Contractors awarded As-Needed contracts shall follow the provisions of the First Source Hiring Program. However, the First Source Hiring Goals will not be based on each individual Contract Service Order (CSO) but rather from the total number of CSOs issued to the Contractor. Since a Contractor does not know when or how many CSOs will be issued, the Contractor shall hire Trainees only if the increase in CSOs creates entry-level employment opportunities.

45.5 **Noncompliance.** Failure to meet the criteria of the First Source Hiring Program does not impute bad faith but rather will trigger a review for compliance. If the City deems a Contractor is noncompliant and acted in bad faith towards the First Source Hiring Program, then the City may withhold progress payments and assess liquidated damages as defined in San Francisco Administrative Code Chapter 83.

46. **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated in this Agreement by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available under this Agreement, (i) terminate this Agreement, and (ii)

prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**47. Preservative-treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**48. Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form 10).

**49. Administrative Remedy for Agreement Interpretation.**

**49.1 Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

**49.2 Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

**50. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**51. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**52. Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. **Services Provided by Attorneys.** Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. **Supervision of Minors. NOT APPLICABLE**

56. **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated in this Agreement as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. **Graffiti Removal. Intentionally omitted.**

59. **Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated in this Agreement by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. **Slavery Era Disclosure. NOT APPLICABLE**

61. **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**62. Dispute Resolution Procedure. NOT APPLICABLE**

**63. Airport Intellectual Property.** Pursuant to Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior consent.

**64. Labor Peace / Card Check Rule.** Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

**65. Federal Non-Discrimination Provisions.** Contractor for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that Contractor shall maintain and operate the Airport facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended. Contractor, for itself, its personal representatives, successors in interest, and assigns, agrees that Contractor in its operation at and use of San Francisco International Airport, covenants that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation or denied the benefits of, or otherwise be subject to discrimination, (3) that Contractor shall use all City premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A – Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. These Regulations are incorporated as though fully set forth in this Agreement. Contractor agrees to include the above statements in any



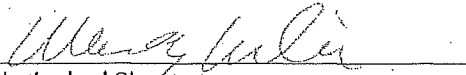
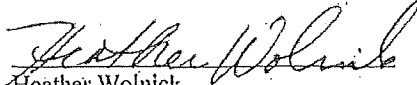
subsequent contract that it enters into with subcontractors and cause those agreements to similarly include the statements, and cause those businesses to include the statements in further agreements.

Failure by the contractor to comply with the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

**66. Quality Standards Program.** This Agreement is subject to the Airport's Quality Standards Program. The Airport's Employment and Quality Standards (EQS) office oversees the Airport's Quality Standards Program (QSP) which is applicable to Service Providers at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: <http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations>. EQS may be contacted at (650) 821-1003.

**67. Non-Disclosure Agreement.** This Program involves exposure to Sensitive Security Information, governed and protected under 49 CFR Part 1520, the Contractor must be prepared and willing to sign a non-disclosure agreement with the City and County of San Francisco prior to contract award and subsequently as additional Contractor team members are assigned to this Program. Non-disclosure agreements must be signed by an authorized representative of the Contractor's firm, and individual non-disclosure agreements must be signed by each individual who will be assigned to the Contractor's team during the life of the Program.

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:  John L. Martin, Airport Director	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Attest:	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
By:  Jean Caramatti, Secretary Airport Commission	 Authorized Signature
Resolution No: <u>15-0170</u>	Wendy Wilke Managing Principal Faith Group, LLC 930 N. McKnight Road St. Louis, MO 63132 Telephone Number: 314-991-2228
Adopted on: September 1, 2015	<u>95158</u>
Approved as to Form:	City Vendor Number
Dennis J. Herrera City Attorney	<u>20-0568153</u>
By:  Heather Wolnick Deputy City Attorney	Federal Employer ID Number

## Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges
- C: Strategic Plan
- D: Partnering Requirements
- E: First Source Hiring Agreement
- F: Non-Disclosure Application, Corporations
- G: Non-Disclosure Application, Individuals





## APPENDIX A SERVICES TO BE PROVIDED BY CONTRACTOR

This Appendix A attached to, and incorporated by reference in the Agreement made on September 1, 2015 between the City and County of San Francisco, acting by and through its Airport Commission ("Commission"), and Faith Group, LLC ("Contractor") to provide Program Management Support Services ("PMSS") for Contract No. 10511.41 – Airport Security Infrastructure Program ("Program") for the San Francisco International Airport ("Airport").

Under the direction of the Airport Project Manager, Contractor will provide overall management expertise and oversight of the Program and each security initiative Project ("Project") included in the Program throughout the Program lifecycle.

The actual scope of the services will be negotiated, on a yearly basis at a minimum, based on the requirements of each phase of the Program and/or each task assigned to Contractor.

The following description of services is as comprehensive as possible at the outset of the Program. Individual services may be added and/or deleted as the Program and each Project progresses and this Appendix A is not intended to be a complete list of services assigned to Contractor. Tasks listed herein within a particular section may be required at any time throughout the Program and each Project. During the contract, all work to be performed by Contractor will either be included in a description of services below or in mutually-agreed-upon, contract modifications.

The Program includes the following Projects:

1. Access Control System Migration. The Airport currently utilizes two access control systems: MDI SAFEnet and Lenel OnGuard. This project will decommission all MDI access portals and convert to the Lenel OnGuard product, resulting in a singular campus-wide access control solution. Further, the project will also provide Lenel access control to portals that are void of any electronic security system.
2. CCTV Camera Upgrade/Replacement. This project will install new CCTV IP based cameras Airport-wide in areas of known deficiency as well as replace of all legacy analog cameras with the new IP based system.
3. Perimeter Intrusion Detection System (PIDS). This project would enhance security operations along the perimeter of the Airport facility and associated critical infrastructure. This project would also construct new and/or replace existing ductbank infrastructure campus-wide to

support the requirements of the various security systems. In some instances, the project may also remove existing, abandoned cables to create new pathways for connectivity.

The Commission has not determined to proceed with the PIDS Project, and will not make a determination until any environmental review under the California Environmental Quality Act (CEQA) determined to be required by the San Francisco Planning Department, Environmental Review Division, is complete. As such, services described in this Appendix A for the PIDS Project are divided into two Phases:

- Phase I includes Task I – Field Surveys,
- Phase II includes Task II – Master Security Infrastructure Test Plan (MTP); Task III – Overall Program-Level Management Services; and Task IV – Project-Level Management Support Services

The PIDS Project Phase I services are authorized and may proceed in accordance with this Agreement. The PIDS Project Phase II services are not authorized to proceed unless and until environmental review under CEQA is complete; the Commission determines to proceed with the PIDS Project by Resolution; and the Commission authorizes the PIDS Project Phase II work to go forward.

## TASKS:

### I. FIELD SURVEYS

#### ACCESS CONTROL SURVEY

- A. Contractor will perform a field survey and audit of the access points (doors, elevators, conveyors, etc.) monitored by the currently installed Monitor Dynamics Incorporated security access control system, including supporting infrastructure and life safety components within the Airport's property boundary lines. Contractor will also perform a physical inspection and audit of rooms secured by cipher locks, keys and/or any other methods used to physically secure the doors.
- B. Contractor will provide reports with the supporting details from the field survey and audit. Contractor will provide an inventory database of information and pictures collected.
  1. The field work will be completed in the following rooms and at access points located throughout all Terminals and remote buildings as identified by the Airport. Examples of access points include but are not limited to doors, gates, exit portals, checkpoints and turnstiles. The locations with estimated number of access points to be inspected are as follows:
    - a. International Terminal Central:
      - 1) Access Points (Doors, duress alarms, any entry points monitored) – 450
      - 2) Special Systems Rooms/Tenant Wiring Closets – 45
      - 3) Other (Mechanical/Electrical) – 100
    - b. International Terminal Boarding Area A

- 1) Access Points (Doors, duress alarms, any entry points monitored) -175
  - 2) Special Systems Rooms – 15
  - 3) Other (Mechanical/Electrical) – 40
- c. International Terminal Boarding Area G Access Points (Doors, duress alarms, any entry points monitored) - 200
- 1) Special Systems Rooms – 15
  - 2) Other (Mechanical/Electrical) – 40
- d. Selected locations within Domestic Terminal, garages, outlying areas, doors with cipher lock (To be identified by Airport) - 200
2. Site survey of selected doors with Airport Fire Marshall to develop a data base of access points of doors requiring life safety structural changes
  3. Site survey of selected doors with Aviation Security in developing data base of access point door not meeting safety and security requirements

#### TELECOMMUNICATION DUCT BANK SURVEY

Perform a field survey which includes an inspection of general conditions, inventory of fiber cables, and an assessment of the telecommunication duct bank utilization. Provide an evaluation and update audit of existing documentation as part of the current survey. Contractor will tag cables and trace fiber through perspective conduits as directed by the Airport. The Telecommunication survey will include reports and photo library as per the Airport Project Manager. Contractor will update existing drawings, input current data into AIRPORT telecommunication database and place utility locators in the field per AIRPORT standards.

#### **II. MASTER SECURITY INFRASTRUCTURE TEST PLAN (MTP)**

Contractor will manage and assist in the development of the Master Security Infrastructure Test Plan (MTP) for each Project with the Airport and the designers of all Projects. The MTP is a test driven, activation phase document used for the commissioning and user acceptance of all technology infrastructure and systems for all Projects. Contractor is responsible for reporting on the status of MTP during the commissioning.

#### **III. OVERALL PROGRAM-LEVEL MANAGEMENT SERVICES:**

##### **A. PROGRAM COORDINATION**

Contractor will provide program coordination services in the following manner:

1. Assist Airport staff with Program and Project coordination and development efforts with related Airport Security Contractors, Airport operations, airlines, agencies, Stakeholder Engagement Teams (SETs) and other stakeholders, as required and directed by the Airport.
2. Coordinate, lead, and document appropriate weekly Program/Project meetings throughout each phase of the Program/Project lifecycle.

3. Coordinate and document stakeholder programming and design review input.
4. Coordinate Project work with all ongoing Airport activities, including but not limited, to the concurrent Terminal 1 Program projects and other adjacent or coordinated Projects.
5. Implement and support an Action Item system to track key Program/Project activities and provided to Airport as requested.
6. Develop and monitor a Risk Register to identify, track and respond to Program/Project risk and provided to Airport as requested.
7. Assist Airport staff with maintaining active terminal, airfield and landside security and operations, phasing, environmental issues, off-hours work, utility cutovers and associated activities.
8. Coordinate any hazardous material survey, reporting and abatement work to ensure Airport compliance with appropriate entities.
9. Provide technology guidelines, oversight, coordination, and review for the development of the MTP.
10. Adhere to Airport risk management procedures, provided after award, during access control and telecommunication duct survey. The Airport risk management procedure identifies notification process and correction of accidental outage as result of field inspection with Airport. The Airport risk management procedure will be provided to contractor after award.

#### **B. PROGRAM CONTROLS AND REPORTING**

Contractor will provide program controls and reporting services in the following manner:

1. Utilize Oracle Unifier as the Airport's preferred project management control system.
2. Utilize systems that are compatible with current Airport Project control software. These include, but are not to be limited to, Primavera P6 EPPM (scheduling), CIP Planner (Program financial planning), OpenText eDocs (document control), Turner E.Docs (close-out documentation), Microsoft Outlook (email), AutoCAD, and Revit.
3. Perform monthly data entry into Unifier to ensure that real-time data is readily available. Contractor will perform quality control to reduce input error, thus enhancing consistency and accuracy in the reporting of all information.
4. Allow for Project contractors, planners, designers and builders to uniformly exchange information relating to budget, costs, estimates, risk, and schedule using the Stakeholder Engagement Process.
5. Produce reports and deliverables that meet Airport requirements. Reports and deliverables will be in electronic format to the greatest extent possible; however, at the request of the Airport, hard copy color duplicates will also be made available. The reports and deliverables will include, but are not limited to, the following:

- a. A written monthly report to the Airport on services provided to the Airport under the Agreement in a format consistent with the Airport reporting process. Contractor will report on its progress and any problems in performing the Work of which Contractor becomes aware.
  - b. Cost and budget reports as part of the required monthly report in a format determined by the Airport to include total Program and Project budget amounts, total Program and Project cost to date, earned value estimates, trends and forecasts. Reports will include costs and payments to Airport Security Contractors, planners, designers and builders, and Airport cost and expenses.
  - c. Updated schedule by monitoring progress in relationship to the existing baseline schedules for the Program and each Project. Prepare detailed monthly schedule reports and schedule trend reports. Provide schedule recovery recommendations on a monthly basis and anticipated schedule phases.
  - d. A monthly cash flow and trend reports and additional reports as may be requested by the Airport.
  - e. Anticipate and report all potential Program and Project risks and issues. Provide cost recovery recommendations on a monthly basis.
  - f. Report on quality assurance and quality control processes and how these are being engaged on a monthly basis.
  - g. As requested by the Airport, Contractor will prepare other reports so that varying levels of details can be communicated to different management levels within the Airport organization as well as to the Public. Contractor will provide reports monthly, quarterly, annually, or at other frequencies to be determined by the Airport.
  - h. A monthly safety report.
6. Assist the Airport Project Manager with presentations to all stakeholders.

### C. PROGRAM SCHEDULING SERVICES

Contractor will support Airport Program and Project scheduling and analyses in the following manner:

1. Compile and validate applicable schedules from Airport staff, contracted Airport Security Contractors, designers and builders, and other agencies to prepare a master schedule for the Program. The master schedule will follow a work breakdown structure as directed by the Airport and will include, at a minimum, the following activities: duration and timing for permitting, timing to conduct design, solicit proposers, solicit bid packages, complete construction, testing and commissioning and closeout of the Program.
2. Generate Level 1, 2 and 3 Program schedules as requested, as well as a two (2)-week look-ahead schedule in coordination with the Project designers and builders. Program Level schedules are as follows:

- a. The Level 1, or Contract Master Schedule, is a summary level schedule that establishes key completion objectives for the Program. It defines the overall period of performance, shows major milestones, including contractual milestones, deliveries, and other major Program phases. It may also show milestones that interface with other Programs within the Program or adjoining Programs.
  - b. The Level 2, or Intermediate Schedule, should contain a detailed reflection of the activities that must be accomplished to achieve Level 1 schedule objectives. In addition, a Level 2 schedule will include, but is not limited to, contractually required deliveries of critical long lead items, hardware, software, and performance requirements.
  - c. The Level 3, or Detailed Schedule, contains a detailed set of activities that must be accomplished to achieve Level 2 schedule objectives. This schedule will contain enough detail for the Airport Program Manager to plan, direct, and monitor the completion of work and to reliably calculate the Program's critical path. The Level 3 schedule will reflect Contractor's review and monitoring of construction schedules and the coordination of those schedules with other Airport Programs.
3. Identify and analyze dependencies, controls, and interfaces among utility Programs, with other Airport operational activities, and/or with external Programs and perform alternative analysis Program sequence to optimize Program implementation within the Level 3 schedule.
  4. Develop, review, update, and monitor Program schedules to the required management level during all Program phases as directed by the Airport Program Manager.

#### **D. PROGRAM BUDGET AND ESTIMATING SERVICES**

Contractor will support Airport financial analyses by performing the following:

1. Prepare and review Program and Project hard and soft cost budget estimates, resulting in the establishment of the Program and Project baseline budget. The estimates will follow a Work Breakdown Structure consistent with Airport requirements.
2. Analyze financial consequences of design alternatives, alternatives resulting from value engineering reviews of design and construction techniques, and costs due to site and schedule constraints.
3. Provide Program and Project level cost and trend management services.
4. Provide a wide range of cost estimates, including pre-construction, concept, budgetary, design, construction, and engineer's estimates.
5. Establish, review, and support Airport staff in making appropriate budgetary contingencies and reviewing Program and Project risks.
6. Provide budget and funding report services, documenting sources of funds and cash flow projections for the Program and each Project.

7. Develop and maintain procedures to forecast Program and Project costs and advise the Airport on corrective actions if forecasted budgets are to be exceeded.
8. Prepare and review lifecycle costs including operations and maintenance costs.
9. Prepare and review cost benefit analyses.
10. Reconcile the Program and each Project scope with appropriated budgets.
11. Prepare preliminary estimates of construction costs and times of completion for the Program and each Project.

**E. DOCUMENT CONTROL SERVICES**

Contractor will provide the following document control services:

1. Maintain all the Program documentation in an integrated, accessible electronic format in a retrievable system as directed by the Airport.
2. Maintain status logs of Program documents such as design activities and status, requests for information, submittals, substitution requests, etc.
3. Develop and maintain systems for the efficient distribution of Program documents to designers, builders, external agencies, City departments, and other stakeholders.

**F. AIRPORT STRATEGIC PLAN**

Contractor will adhere to guidelines in the Airport Strategic Plan which will be provided by Airport Aviation Security.

**G. PARTNERING**

Contractor will participate in and provide for formal Partnering facilitation. Refer to Appendix D, Partnering Requirements, of this Agreement.

**H. STAKEHOLDER ENGAGEMENT PROCESS**

Contractor will provide for, coordinate, participate in and document the Stakeholder Engagement Process and utilize Stakeholder Engagement Teams (SETs) throughout the Program lifecycle. Refer to "Delivering Exceptional Projects – Our Guiding Principles" published on [www.Airportconstruction.com](http://www.Airportconstruction.com)

**IV. PROJECT-LEVEL MANAGEMENT SUPPORT SERVICES:**

**A. PROJECT PROGRAMMING PHASE**

The intent of the Programming Phase of each Project is to provide clarity and agreement on the Project's scope, cost and schedule between all parties and to provide an approved Basis of Design. As part of the Programming Phase, Contractor will:

1. Provide Program-level oversight, coordination, and review in all aspects of each Project programming effort.
2. Ensure information is accurately assembled from the Airport Security Consultant and designer for each Project into a comprehensive narrative report to be used as the Basis of Design, which will include, but is not limited to:
  - a. Project Description:
    - 1) A comprehensive narrative of the scope of work and programming requirements for the Project. Requirements will incorporate input from the Stakeholder Engagement Process, which will be led and coordinated by Contractor.
    - 2) Conceptual design drawings.
  - b. Project design criteria and standards. Criteria will incorporate Airport, Transportation Security Administration (TSA) and other regulatory standards as well as input from the Stakeholder Engagement Process. Design criteria will include but is not limited to:
    - 1) Identification of preliminary architectural, engineering, security and special systems for the security initiative.
    - 2) Compilation of architectural, engineering, security and special systems specification outlines based on conceptual design. The outline specifications will include minimum performance criteria and standards and preferred manufacturers.
    - 3) Identification of preliminary building code classifications, accessibility, egress requirements, and life safety requirements.
    - 4) Preliminary schedules and cost models based on the proposed Basis of Design.
3. Reconcile the Program and each Project with the Airport's budget. Advise the Airport if the Program and/or Project budget are not in compliance and recommend potential solutions.
4. Prepare reports, exhibits, and presentation materials to convey the Program and Project as requested by the Airport Program Manager.
5. Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

## **B. PROJECT DESIGN PHASE**

The Design Phase for each Project commences upon the completion and approval of programming phase. As part of the Design Phase, Contractor will:

1. Provide administration and oversight of the Project's design team.



2. Provide third-party, peer, and quality assurance reviews of design deliverables, commissioning documents, and construction documents produced by designers and verify that all design review comments are incorporated. Further, Contractor will ensure that each Designer implement the standards developed in the Stakeholder Engagement Process.
3. Provide design oversight, monitor design progress and deliverables, and recommend corrective action when required.
4. Review construction documents for constructability, impact to Airport operations, and consistency with the Program and/or Project schedule. Provide reports at each stage of the process including 50%, 90% and 100% drawings.
5. Coordinate proposed design elements and phasing in conjunction with all components of the Program and all other affected Airport activities and stakeholders.
6. Support the Airport's bidding process for construction contract(s).
7. Coordinate and review with the designer and builder regarding testing procedures and documentation as identified in the MTP.

#### C. PROJECT CONSTRUCTION PHASE

Contractor will act as the Construction Manager for all construction activities for each Project. As part of the Construction Phase, Contractor will:

1. Provide management, administration and oversight of the Project construction contract.
2. Perform as the Construction Manager during the entire Project lifecycle. At a minimum, Contractor will provide the following construction management services:
  - a. Establish a job specific safety program with the builder(s) and provide competent safety professional(s) to enforce jobsite safety.
  - b. Review construction work and phasing plans and make recommendations to minimize disruption to Airport operations.
  - c. Ensure construction activities/shutdowns/closures are properly coordinated with, and approved by, Airport Operations, Duty Managers, ITT and all affected parties.
  - d. Review and/or prepare construction quality assurance/quality control plans.
  - e. Provide technical, full-time, on-site quality assurance and code compliance oversight and inspection, including specialty inspections, of the progress and quality of the construction work.
  - f. Ensure that the builder has scheduled all formal code inspections with the Airport's Building Inspection and Code Enforcement (BICE) Division once a pre-inspection has been performed with the builder. Prior to the formal BICE inspection, the pre-inspection will confirm that all contract and code requirements are satisfied for the specific

inspection being requested. In addition, the pre-inspection will verify that any ancillary or otherwise supporting work activities associated with the specific inspection meets contract and code requirements. Take all necessary measures to ensure the Builder corrects all non-conforming or otherwise deficient work discovered at any level of inspection.

- g. Monitor environmental inspection for the builder's compliance with environmental regulations.
- h. Examine materials and equipment being incorporated into the work to verify that they are supported by approved submittals, handled, stored, and installed properly.
- i. Prepare inspector's daily reports and engineer's reports for submission to the Airport.
- j. Manage and review the submission of samples, shop drawings, Operation & Maintenance (O&M) manuals, and other submittals for contract and code compliance and all software design documentation. Contractor will maintain a log of all submittals.
- k. Identify problems encountered in accomplishing the construction work and recommend appropriate action to the Airport in order to resolve problems with a minimum effect on the timely completion of the Project.
- l. Provide all testing, including specialty testing, as required by the California Building Code and by Airport Commission. Contractor will coordinate and/or procure the services of certified testing laboratories to assure that the proper number and type of tests are being performed in a timely manner. The Airport building official has the authority to require additional testing based on final code requirements and interpretation.
- m. Maintain a log of any requests for information and manage responses for approval by the Airport Project Manager and/or the Engineer-of-Record.
- n. Review progress pay requests for accuracy and recommend approval. Contractor will prepare all supporting documentation for progress pay requests, including but not limited to, certified payroll tracking forms. All payment documentation will utilize Airport standard templates.
- o. Review builder reports, as-built drawings, and other construction documentation and ensure information is appropriately captured in Airport records.
- p. Coordinate job site meetings and prepare meeting minutes. Contractor will review and communicate information presented to Airport managers and all attendees.
- q. Assist Airport with compliance of all contract terms and conditions including, but not limited to, Contract Monitoring Division requirements, certified payroll, labor standards, drug policy, security requirements, site cleanliness, and safety.
- r. Administer the evaluation and negotiation of change orders, prepare and process change orders and contract modifications for Airport approval, and maintain a change log. All change documentation will utilize Airport standard templates.

#### **D. PROJECT ACTIVATION PHASE**

The purpose of the activation process is to ensure that all requirements and performance criteria are identified early in the design process, are managed throughout the Project, and are successfully implemented. Activation includes physical testing of the facility and hands-on training of personnel who will use, operate and maintain the facility and its systems. As part of the Activation Phase, Contractor will (if applicable):

1. Assemble the Activation SETs to facilitate and coordinate the activation activities prior to the completion of construction.
2. Through the Stakeholder Engagement Process, develop and schedule an Activation Plan, including Simulation Plans as required.
3. Manage activation activities and prepare written status reports. Status reports will verify that the facility and all of its systems and assemblies are constructed, installed, tested, operated and maintained to meet the Project's requirements.
4. Coordinate the various entities required to successfully implement the Activation Plan including representatives from the Airport, airlines, SETs, TSA, designers, builders, etc.

#### **E. PROJECT COMMISSIONING PHASE**

Commissioning is the process of verifying and documenting that all systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Airport's Project requirements. This process uses planning, documentation, and verification of testing to review and oversee the activities of the Project designer and builder. Commissioning services will start in Programming and will continue through Closeout. As part of the Commissioning Phase, Contractor will (if applicable):

1. Coordinate and conduct final inspections prior to Project acceptance, and administer acceptance procedures and tests for each phase of the Project per the MTP.
2. Review and report on progress of training or operation and maintenance of new systems as required by the Airport and/or individual Project specifications.

#### **F. PROJECT CLOSEOUT PHASE**

Closeout will commence at the completion of Activation and Commissioning. As part of the Closeout Phase, Contractor will:

1. Support closeout activities for each security project under this program. All procedures and documentation will utilize Airport standards for the closeout process.
2. Support dispute and/or claim resolution analysis and reconciliation efforts.

**END OF APPENDIX A**



## Appendix B Calculation of Charges

This is Appendix B attached to, and incorporated by reference in the Agreement made on **September 1, 2015** between the City and County of San Francisco, acting by and through its Airport Commission ("Commission"), and **Faith Group LLC** ("Contractor") providing for Program Management Support Services for Contract No. 10511.41- Airport Security Infrastructure Program at the San Francisco International Airport ("Airport").

### 1. General

- 1.1 Compensation for complete and satisfactory performance of the services detailed in Appendix A of this Agreement is set forth in paragraph 5 "Compensation" of the Agreement.
- 1.2 No charges will be incurred under this Agreement nor will any payments become due to Contractor until reports, services, or both required under this Agreement are received from Contractor and approved by the Commission as being in accordance with this Agreement. In no event will the Commission be liable for interest or late charges for any late payments.
- 1.3 Compensation for work performed under this Agreement will be on a time and materials basis. Such compensation will 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).

### 2. Method of Payment

- 2.1 Unless approved otherwise by the Commission, the Contractor's services will be invoiced on a monthly basis and payment will be made within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Airport Project Manager. As used herein, the term "invoice" will include the Contractor's bill or written request for payment under this Agreement for services performed. All invoices will be made in writing.
- 2.2 Contractor will invoice for the Work performed in conformance with procedures approved by the Commission.
  - 2.2.1 Such invoices will segregate current costs from previously invoiced costs.
  - 2.2.2 Costs for individual labor will be segregated by task and subtasks, if any.
  - 2.2.3 Notwithstanding the above, in no case will Contractor invoice include costs which Airport has disallowed or otherwise indicated that it will not recognize.

- 2.3 Such invoices will be as a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with generally accepted accounting principles.
- 2.4 Contractor will also certify, for each invoice, that (i) the hourly rates for direct labor, whether for Contractor or its subcontractor(s), to be reimbursed under this Agreement are not in excess of the actual hourly rates in effect for 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.
- 2.5 The fee for Contractor and any of its subcontractors will be billed monthly on direct labor for services provided in the current invoice at the percentage described below.
- 2.6 The Airport's Project Manager reserves the right to withhold payment(s) otherwise due 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 Contractor in Article 15, Insurance, and Article 16, Indemnification. The Airport will provide notice of withholding, and may continue the withholding until Contractor has provided evidence of compliance which is acceptable to the Airport.
- 2.7 All invoices will be made in writing and delivered or mailed to the Airport as follows:

By US mail: Ryan Kuss  
 Airport Project Manager  
 Design & Construction  
 Airport Commission Building  
 San Francisco International Airport  
 P.O. Box 8097  
 San Francisco, CA 94128

By Personal Delivery  
 or Express Mail: Ryan Kuss  
 Airport Project Manager  
 Design & Construction  
 San Francisco International Airport  
 710 N. McDonnell Road, 2<sup>nd</sup> Floor  
 San Francisco, CA 94128

**3. Direct Salary Rate and Direct Salary Rate Adjustment**

- 3.1 Salaried personnel will be paid on a maximum of forty (40) hours per week, with no overtime. Salaried personnel assigned to multiple Projects will be paid on a pro-rata share of a forty (40) hour week. Signed time cards will be provided showing all assigned Projects and the shared calculation.
- 3.2 The direct labor rate will not exceed Ninety-five Dollars (\$95) per hour. Any rate in excess of this cap will require prior written approval from the Airport.
- 3.3 The approved direct labor rates stated in the Agreement will 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 direct hourly labor rates effective July 1st, 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: "Services Less Rent or Shelter – All Urban Consumers – San Francisco/Oakland/San Jose, California" or on an increase in the wages of comparable classifications as reflected in the collective bargaining agreements between the City and County of San Francisco and the labor organization representing those classifications, whichever is lower. Such adjustment is subject to prior written approval by the Airport and in no event will exceed the lower of the above specified indices unless the proposed adjustment is made pursuant to other specific terms of this contract or is necessary to meet the requirements of prevailing or minimum wage legislative mandates.

**4. Approved Overhead Rates**

4.1 The following Approved Overhead Rates are included in the approved Billing Rates stated in Paragraph 6:

Firm Name	Overhead Rate
Faith Group, LLC	129.8%
Cooper Pugeda Management, Inc.	110%
Saylor Consulting	125.97%
Chavez & Associates	157.28%
Cornerstone Transportation Consulting	159.75%
Strong Electric & Solar	0%

4.2 The Prime and each subcontractor will submit a current certified reviewed financial audit report of the overhead cost rates to the Commission for review and approval upon request for a change in the Approved Overhead Rates.

**5. Fee**

The Fee for Contractor's direct labor work effort, including any subcontractor work at any tier, will be ten percent (10%) of direct labor of Contractor and any subcontractors at any tier. There will be no additional fee or overhead markup on indirect costs or on the work of first and lower tier subcontractors.

The Prime Contractor or Joint Venture will be allowed a two percent (2%) mark-up on first tier subcontractor invoices.

**6. BILLING RATES**

The approved fully burdened (overhead and Fee included) Billing Rates are as follows:

CLASSIFICATION	BILLING RATE
<b>FAITH GROUP, LLC</b>	
Project Manager	\$227.50
Subject Matter Expert	\$240.14
Stakeholder Manager	\$197.17
Design/Technical Manager	\$145.96
MEP Engineer	\$182.30

Sr. Business Analyst	\$182.30
Sr. IT Systems Analyst	\$164.31
Operations Analyst	\$164.31
Sr. Systems Designer	\$157.99
Sr. Systems Engineer	\$145.83
Sr. Network Designer	\$139.79
Construction Manager	\$139.03
Report Writer	\$117.04
CAD Designer	\$75.83
Sr. Designer	\$115.44
IT Designer	\$111.86
Construction Inspector	\$113.75
Field Inspector	\$103.64
Systems Designer	\$95.42
Analyst	\$82.66
Senior Engineer	\$117.04
Engineer	\$80.89
Cost Engineer	\$75.83
CAD Operator	\$69.01
Administrative 1	\$66.84
Administrative 2	\$60.77
Misc. Support 1	\$75.83
Misc. Support 2	\$88.47

**CHAVES & ASSOCIATES**

Document Control Manager	\$114.42
Document Control Technician	\$87.17
Document Control Clerk	\$65.09
Business Process Analyst	\$212.26
System Eng./MIS/IT/Controls	\$212.26
Project Manager	\$181.13
Permit Coordinator	\$135.84
Admin. Assistant/Clerk	\$56.60

**COOPER PUGEDA MANAGEMENT, INC**

Subject Matter Expert	\$208.89
Project Controls Manager	\$197.29
Construction Manager	\$149.15
Scheduler	\$138.26
Inspector 1	\$173.77
Inspector 2	\$127.84

**CORNERSTONE TRANSPORTATION CONSULTING**

MEP Project Engineer	\$151.43
Sr. Scheduler	\$214.29
Scheduler III	\$185.72
Scheduler II	\$157.15
Scheduler I	\$128.58

Sr. Estimator	\$214.29
Estimator III	\$185.72
Estimator II	\$157.15
Estimator I	\$128.58
Sr. Project Controls Manager	\$214.29
Project Controls Manager III	\$185.72
Project Controls Manager II	\$157.15
Project Controls Manager I	\$128.58
Project Controls Engineer III	\$185.72
Project Controls Engineer II	\$157.15
Project Controls Engineer I	\$128.58
Sr. Field Engineer	\$200.01
Field Engineer III	\$171.44
Field Engineer II	\$142.86
Field Engineer I	\$114.29
Office Engineer III	\$185.72
Office Engineer II	\$157.15
Office Engineer I	\$128.58
Document Control Spec. II	\$114.29
Document Control Spec. I	\$85.72
Admin. Assistant II	\$114.29
Admin. Assistant I	\$85.72
Inspector	\$128.58

**SAYLOR CONSULTING GROUP**

Sr. Mechanical Estimator	\$188.04
Principal Estimator	\$185.23
Chief Estimator	\$184.04
Sr. Electrical Estimator	\$176.98
Sr. Estimator	\$105.74 - \$176.23
Estimator 1	\$82.00
Estimator 2	\$137.41
Estimates Coordinator	\$65.72
Estimator	\$80.66
Structural Estimator	\$157.72

**STRONG ELECTRIC & SOLAR / BASS ELECTRIC**

Project Manager	\$140
Journeyman	\$135
Apprentice	\$90

**7. Other Direct Cost (ODC)**

7.1 Unless authorized by the Airport, the Airport will not reimburse Contractor for the costs of contractor meals, and business travel and accommodations, this includes 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. The Airport will not reimburse Contractor for deliveries, and fax, long distance, and cellular telephone charges. Regional (remote) executive's travel expenses to visit



the local job office are not reimbursable and part-time jobsite personnel who are shared with other out-of-town clients are not reimbursed for travel expenses. When authorized, travel expenses will be in accordance with the City & County of San Francisco Travel Guidelines.

7.2 Any ODC expenses in excess of Five Hundred Dollars (\$500) must be pre-approved by the Airport Project Manager.

**END OF APPENDIX B**



**APPENDIX C**

**STRATEGIC PLAN – LINK: <https://sfoconnect.com/sites/default/files/strategicplan.pdf>**

**APPENDIX D  
PARTNERING REQUIREMENTS**

**PART 1 - GENERAL****1.1 PARTNERING LEVEL**

This Project shall incorporate the required partnering elements for Partnering Level 4.

Level	Estimated Construction Amount	Complexity	Political Significance	Relationships
5	\$200 million +	Highly technical and complex design & construction	High visibility/oversight; significant strategic project	New project relationships; high potential for conflict (strained relationship, previous litigation, or high probability of claims)
4	\$50 - \$200 million	High complexity – schedule constraints, uncommon materials, etc.	Probable	New contractors or CM, new subs
3	\$20 - \$50 million	Increased complexity	Likely, depending on the location and other project characteristics	Established relationships; new CM, subs, or other key stakeholders
2	\$5 - \$20 million	Moderate complexity	Unlikely, unless in a place of importance	Established relationships; new subs, new stakeholders
1	\$100,000 - \$5 million	Standard complexity	Unlikely, unless in a place of importance	Established relationships; new subs, new stakeholders

**1.2 SUMMARY**

1.2.1 This Section specifies the requirements for establishing a collaborative partnering process. The partnering process will assist the City and County of San Francisco (City) and Contractor to develop a collaborative environment so that communication, coordination, and cooperation are the norm, and to encourage resolution of conflicts at the lowest responsible management level.

1.2.2 The partnering process is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

1.2.3 This Section does not supersede or modify any other provisions of the Contract, nor does it reduce or change the respective rights and duties of the City and Contractor under the Contract, nor supersede contractual procedures for the resolution of disputes.

**1.1 PURPOSE/GOALS**

1.3.1 The goals of project partnering are to:

1. Use early and regular communication with involved parties;
2. Establish and maintain a relationship of shared trust, equity and commitment;
3. Identify, quantify, and support attainment of mutual goals;

4. Develop strategies for using risk management concepts and identify potential project efficiencies;
5. Implement timely communication and decision-making;
6. Resolve potential problems at the lowest possible level to avoid negative impacts;
7. Hold periodic partnering workshops throughout the life of the contract to maintain the benefits of a partnered relationship; and
8. Establish periodic joint evaluations of the partnering process and attainment of mutual goals.

## 1.2 DEFINITIONS

- 1.4.1 Unless specifically defined in this Appendix D, all terms have the same meaning as defined in the Agreement.
- 1.4.2 **Stakeholders:** Any person or entity that has a stake in the outcome of a construction project. Examples include the end users, neighbors, vendors, special interest groups, those who must maintain the facility, those providing funding, and those who own one or more of the systems.
- 1.4.3 **Project Team:** Key members from the City and Contractor organizations responsible for the management, implementation, and execution of the Project, and will participate in the partnering process.

## 1. PARTNERING PROCESS

### 2.1 SELECTION OF A FACILITATOR

- 2.1.1 An Internal Facilitator or a Professional Neutral Facilitator shall be retained for projects with a Partnering Level of 1 through 3. A Professional Neutral Facilitator must be retained for projects with a Partnering Level of 4 or 5. The City and Contractor shall meet as soon as practicable after award of Contract to work cooperatively and in good faith to select a Facilitator.
- 2.1.2 An Internal Facilitator is a trained employee or representative of the City who provides partnering facilitation services.
- 2.1.3 A Professional Neutral Facilitator must have the following qualifications:
  - A. The Facilitator shall be trained in the recognized principles of partnering;
  - B. The Facilitator shall have at least three (3) years' experience in partnering facilitation with a demonstrated track record, including public sector construction for a city or other municipal agency;

- C. The Facilitator shall have a skill set that may include construction management, negotiations, labor-management mediation, and/or human relations; and
  - D. The Facilitator must be in the business of providing partnering services for construction projects.
- 2.1.4 Within thirty (30) days of NTP, Contractor and the selected Professional Neutral Facilitator shall execute an agreement that establishes a budget for fees and expenses of the Facilitator, workshop site costs, if any, and the describe the Facilitator's role for the Project consistent with the requirements of this Section. The scope of the Facilitator's role is for descriptive purposes only and is not a guarantee for payment as the scope of work will be revised as needed throughout the Project. The agreement shall be terminable at will.
- 2.1.5 The Facilitator shall be evaluated by the Project Team: (1) at the end of the Kick-off Partnering Workshop; and (2) at the Project close-out partnering session.
- 2.1.6 In the event that either Contractor or the City is not satisfied by the services provided by the Facilitator, a new mutually acceptable Facilitator shall be chosen in a reasonable amount of time in the same manner pursuant to Subparagraph A above, and a new agreement shall be executed by Contractor and the new Professional Neutral Facilitator pursuant to Subparagraph D above.

## 2.2 PARTNERING ELEMENTS

- 2.2.1 All Partnering Levels require the following elements:
- A. **Executive Sponsorship.** Commitment to and support of the partnering process from the senior most levels of the City and Contractor organizations.
  - B. **Collaborative Partnering.** A structured and scalable process made up of elements that develop and grow a culture (value system) of trust among the parties of a construction contract. Together, the combination of elements including the Partnering Charter, Executive Sponsorship, partnering workshops, an accountability tool for the Project Team (Scorecards), and the Facilitator create a collaborative atmosphere on each project.
  - C. **Facilitator.** Depending on the Project's Partnering Level, the City and Contractor shall retain either an Internal Facilitator or a Professional Neutral Facilitator according to the process listed in subparagraph 2.1 above to lead workshops.
  - D. **Partnering Charter and/or mission statement.** The City and Contractor shall create a Partnering Charter that is the guiding focus for the Project Team. It documents the team's vision and commitment to work openly and cooperatively together toward mutual success during the life of the Project. The Partnering Charter helps to maintain accountability and clarity of agreements made and allows for broader communication of the team's distinct goals and partnering process. At a minimum, the Partnering Charter must include the following elements:

- 1) Mutual goals, including core project goals and may also include project-specific goals and mutually-supported individual goals. The required core project goals relate to project schedule, budget, quality, and safety.
- 2) Partnering maintenance and close-out plan, including partnering session attendees and frequency of workshops.
- 3) Dispute resolution plan that includes an Escalation Resolution Ladder.
- 4) Team commitment statement and signatures..

E. **Partnering Workshops.** At a minimum, the following two workshops are required:

- 1) **Kick-off Partnering Workshop.** Within 45 days of NTP, the City and Contractor shall meet for the Kick-off Partnering Workshop; determine the workshop site and duration, and other administrative details. At the Kick-off Partnering Workshop, the City, Contractor, and Facilitator shall meet to mutually develop a strategy for a successful partnering process and to develop their Partnering Charter.
- 2) **Close-out Partnering Workshop.** Prior to final closeout, the City and Contractor shall schedule the Close-out Partnering Workshop. At the Close-Out Partnering Workshop, the City, Contractor, and Facilitator, shall meet to discuss lessons learned throughout the Project, focus on ensuring continued collaboration and cooperation through the end of the Project, and to discuss requirements for the close-out process. At the conclusion of the workshop, a summary of the lessons learned should be prepared to be distributed to the Project Team. The City and Contractor shall also evaluate the Facilitator.

The Project Team may participate in additional workshops during the life of the Project as they agree is necessary and appropriate. Each workshop is a formalized meeting focused on developing a collaborative culture among the Project Team. The Project Team will use these workshops to set Project goals, define Project commitments, attend joint training sessions, and perform other tasks.

F. **Multi-tiered Partnering (Core Team – Executive – Stakeholder).** The Partnering Team will divide into smaller groups and convene multiple workshops including a Core Team Workshop, an Executive Workshop, and a Stakeholder Workshop.

- 1) **Core Team Workshop.** The Core Team is made up of Project Team members who are a part of the Project for its duration, including the following (not in order of hierarchy):

City:	Contractor:
Resident Engineer	Building Superintendent
Project Manager	Project Executive
Construction Manager	Jobsite Supervisor
Engineer, Architect	Project Engineer
Division Manager	Subcontractors
Construction Engineer	Key suppliers
Inspectors	Senior Management (e.g. Area Manager, Operations Manager, VP, President, Owner)
Client Department representative	
Critical third parties: stakeholders, other agencies, utilities, etc., or anyone who could potentially stop or delay the project.	

- 2) **Executive Workshop.** The senior leaders of the City and Contractor may form a Project Board of Directors. The Project Board of Directors is charged with steering the project to success.
  - 3) **Stakeholder Workshop.** As the Project progresses, various systems and processes will be the focus. The Stakeholder Workshop is a meeting of the key stakeholder groups, made up of Stakeholders that are involved in the current focus of the systems or processes.
  - 4) **Special Task Forces.** The Project Team may task a subset of its members to work on a particular issue or opportunity for the good of the overall project.
- G. **Escalation Resolution Ladder.** The City and Contractor shall mutually develop an Escalation Resolution Ladder, which is a stepped process that formalizes the negotiation between the Parties. The intent of this ladder is to provide a process that elevates issues up the chain of command between the Parties. The objective is to resolve issues at the lowest practical level and to not allow individual project issues to disrupt project momentum. When an issue is escalated one level, it is expected that a special meeting focusing on the negotiated settlement for that issue will be called with the goal of settling as quickly as possible.

Sample Escalation Resolution Ladder:

Level	Awarding City Department	Contractor	Time to Elevate
I	Inspector or Resident Engineer	Foreman/ Superintendent	1 day
II	Project Manager	Project Manager	1 week
III	Program Manager	Area Manager	1 week
IV	Division Manager	Operations Manager	2 weeks
V	Deputy Department Director	Owner; President	2 weeks

- H. **Project Scorecards.** The City and Contractor shall participate in periodic partnering evaluation surveys to measure progress on mutual goals and short-term key issues as they arise. Project Scorecards are an accountability tool that allows the City and the Contractor to measure how well they are doing at following through on commitments made to one another. Typically the Project Scorecards are confidential surveys

prepared and submitted to the Project Team by the Facilitator. The Facilitator typically then compiles the responses into a report which is then sent out to the Project Team for review.

**2.2.2 Level 1 Projects** require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Executive Board Workshops – As Needed
- Stakeholder Workshops – As Needed
- Core Team Workshops – As Needed

C. Close-Out Workshop

D. No Project Scorecards are required. The City and Contractor may agree to participate in partnering evaluation surveys.

**2.2.3 Level 2 Projects** require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Core Team Workshops – As Needed
- Executive Board Workshops – As Needed
- Stakeholder Workshops – As Needed

C. Close-Out Workshop

D. Two Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys.

**2.2.4 Level 3 Projects** require all of the following elements:

A. Kickoff Workshop

B. Partnering Workshops:

- Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
- Executive Board Workshops – As Needed
- Stakeholder Workshops – As Needed

C. Close-Out Workshop

D. Quarterly Project Scorecards are required. The City and Contractor may agree to



participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.

**2.2.5 Level 4 Projects** require all of the following elements:

- A. Kickoff Workshop
- B. Partnering Workshops:
  - Core Team Workshops – Quarterly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
  - Executive Board Workshops – Quarterly
  - Stakeholder Workshops – Quarterly
- C. Close-Out Workshop
- D. Quarterly Project Scorecards are required. The City and Contractor may agree to participate in more regular partnering evaluation surveys. Monthly Project Scorecards are recommended.

**2.2.6 Level 5 Projects** require all of the following elements:

- A. Kickoff Workshop
- B. Partnering Workshops:
  - Core Team Workshops – Monthly. Additional workshops may be led by the Professional Neutral Facilitator, and Internal Facilitator, or may be self-directed by the Project Team.
  - Executive Board Workshops – Quarterly
  - Stakeholder Workshops – Quarterly
- C. Close-Out Workshop
- D. Monthly Project Scorecards are required.

**2.3 COSTS**

- 2.3.1 The fees and expenses of the Internal Facilitator, if any, shall be paid by the City.
- 2.3.2 The fees and expenses of the Professional Neutral Facilitator, if any, and workshop site costs, if any, shall be shared equally by the City and the Contractor as set forth in the Third Party Agreement.
- 2.3.3 The Contractor shall pay the invoices of the Facilitator and/or workshop site costs after approval by both parties. Upon receipt of satisfactory evidence of payment of the invoices of the Facilitator by Contractor, the City will then reimburse the Contractor for such invoices from a fixed cash allowance included as an item in the Bid Prices. No

mark-up, overhead or other fees shall be added to the partnering costs. If the total cost of the partnering is greater than the allowance amount, the Contract Sum shall be adjusted by Change Order and Contract Modification.

- 2.3.4 With the exception of the Facilitators fees and workshop site costs described in subparagraph A above, all costs associated with the Partnering workshops and sessions, partnering evaluation surveys, or partnering skills trainings are deemed to be included in the Bid Price(s).

**END OF DOCUMENT**

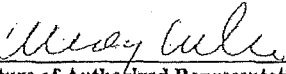


**FIRST SOURCE HIRING AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

City Agency: City & County of San Francisco Contract Number and Name: RFP No. 10511.41 PMSS for Airport Security Infrastructure Program

Consultant Name: Falth Group, LLC Main Contact: Wendy Wilke, Managing Principal

Phone: 314-991-2228 Email: wendy@falthgroupllc.com

 Wendy Wilke 04/21/2015

Signature of Authorized Representative\* Name of Authorized Representative Date

*\*By signing the First Source Hiring Agreement, the Consultant agrees to participate and comply with the provisions of the First Source Hiring Program pursuant to San Francisco Administrative Code Chapter 83*

**Instructions:**

- All bidders must complete, sign and submit a *First Source Hiring Agreement* with bidder's Proposal. All Proposals without a completed and signed *First Source Hiring Agreement* will be rejected.
- In Section 2, list the number of Entry Level Positions for the Prime Consultant and all sub-consultants. The Consultant shall make good faith efforts to hire Trainees referred by the First Source Hiring Program to fulfill all available Entry Level Positions.
- Reference specification section, *First Source Hiring Program* for workforce obligations. Questions and assistance, please contact Kevin Feeney: Email: [kevin.feeney@sfgov.org](mailto:kevin.feeney@sfgov.org) Tel: (415)701-4878.

**Section 1: Select all that apply**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Administrative Services                | <input type="checkbox"/> Financial Services                                      | <input type="checkbox"/> Mechanical/Electrical Engineering         |
| <input type="checkbox"/> Architecture                           | <input type="checkbox"/> Geotechnical Engineering                                | <input type="checkbox"/> Property Management                       |
| <input type="checkbox"/> Asbestos and Lead                      | <input type="checkbox"/> Green Building Consulting                               | <input type="checkbox"/> Real Estate Services                      |
| <input type="checkbox"/> As-Needed                              | <input type="checkbox"/> Health/Medical Services                                 | <input type="checkbox"/> Sediment Analysis                         |
| <input type="checkbox"/> Civil/Structural/Hydraulic Engineering | <input checked="" type="checkbox"/> IT/Technical Services                        | <input checked="" type="checkbox"/> Special Inspection and Testing |
| <input type="checkbox"/> Construction Management                | <input type="checkbox"/> Landscape Architecture                                  | <input type="checkbox"/> Surveying                                 |
| <input type="checkbox"/> Design Services                        | <input type="checkbox"/> Will require an office or trailer near the project site |  |
| <input type="checkbox"/> Environmental Services                 | <input type="checkbox"/> I don't see my services (please describe) _____         |  |

**Section 2: List Entry Level Positions**

Job Title	Job Description	Number of Trainee Hires
Field Engineer Support	On-site system survey documentation	1



APPENDIX F

NONDISCLOSURE AGREEMENT FOR CORPORATIONS



**NONDISCLOSURE AGREEMENT**  
FOR CORPORATE ENTITIES

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of September 2015 (the "Effective Date"), by Faith Group, LLC a LIMITED LIABILITY COMPANY corporation with a principal place of business at 930 N. MCKNIGHT RD. ST. LOUIS, MO 63132 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

FAITH GROUP, LLC

BY: *Wendy Wilke*

WENDY WILKE

Print Name

MANAGING PRINCIPAL

Title





**NONDISCLOSURE AGREEMENT  
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 2015 (the "Effective Date"), by Chaves & Associates a sole proprietor corporation with a principal place of business at 582 Market Street, Suite 1300 San Francisco, CA 94104 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

**9. NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

**10. NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

**11. AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

**12. AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

**13. ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

Chaves & Associates

BY: *Arlene Chaves*

Arlene Chaves

Print Name

President

Title



**NONDISCLOSURE AGREEMENT  
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24<sup>th</sup> day of AUGUST, 2011 (the "Effective Date"), by COOPER PEREDA INC CALIFORNIA corporation with a principal place of business at 65 McCOPPIN ST, SAN FRANCISCO, CA 94103 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10577.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE:** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

**9. NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

**10. NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

**11. AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

**12. AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

**13. ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

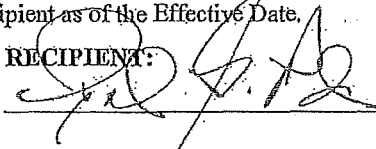
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14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

  
\_\_\_\_\_

BY:

ISMAEL G. PINEDA

COOPER PUNEDA MGMT. INC.

Print Name

PRESIDENT

Title





**NONDISCLOSURE AGREEMENT  
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24<sup>th</sup> day of August, 20 15 (the "Effective Date"), by Cornerstone Transportation Consulting, a California corporation with a principal place of business at 44 Montgomery Street, Suite 3360 San Francisco, CA 94104 ("Recipient"),

concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

Cornerstone Transportation Consulting, Inc.

BY: \_\_\_\_\_

Wayne H. Perry

Print Name

President and CEO

Title



**NONDISCLOSURE AGREEMENT  
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 9<sup>th</sup> day of September, 2015 (the "Effective Date"), by Saylor Consulting Group corporation with a principal place of business at 71 Stevens St. # 400 California SF, CA 94105 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

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**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

8. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Saylor Consulting Group

BY: Natalie Saylor

Natalie Saylor  
Print Name

President  
Title





**NONDISCLOSURE AGREEMENT  
FOR CORPORATE ENTITIES**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of AUGUST, 2015 (the "Effective Date"), by STRONG ELECTRIC a CALIFORNIA corporation with a principal place of business at 1381 UNION STREET SAN FRANCISCO, CA 94109 ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.



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**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential



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8. **INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

STRONG ELECTRIC

BY:

ADAM LARNER

Print Name

OWNER

Title



**APPENDIX G**

**NONDISCLOSURE AGREEMENT FOR INDIVIDUAL PERSONS**

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APPENDIX G—NON-DISCLOSURE APPLICATION, INDIVIDUALS  
Contract No. 10511.41, September 1, 2015  
Page 1 of 1



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of SEPTEMBER, 2015 (the "Effective Date"), by FALTA VARWITZ an individual employee of \_\_\_\_\_ ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California, Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

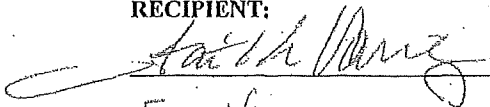
12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**



FAITH VARWICA  
Print Name

FAITH GROUP  
Employer

PRINCIPLE  
Title

930 N. McKIMMINT, ST. LOUIS, MO. 63132  
Business Address

314.991.2228  
Telephone

FAITH@FAITHGROUPLLC.COM  
E-mail Address





**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 18 day of August, 2015 (the "Effective Date"), by Nathaniel King an individual employee of Faith Group LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action; or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

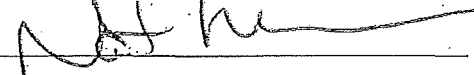
12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:



Nathaniel King

Print Name

Faith Group LLC

Employer

Program Manager

Title

930 N. McKnight, St Louis, MO 63132

Business Address

314-991-2228

Telephone

nat@faithgroupllc.com

E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 9 day of September, 2015 (the "Effective Date"), by Heidi A Benaman an individual employee of Foxm Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

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**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Heidi A Benamen

Heidi A. Benamen  
Print Name

Faith Group, LLC  
Employer

Project Manager  
Title

930 N. McKnight Rd. St. Louis, MO 63132  
Business Address

503-310-4304  
Telephone

heidi@faithgroupllc.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of SEPTEMBER, 2015 (the "Effective Date"), by DEBRA A. SCHNUTH an individual employee of FAITH GROUP, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient





from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

  
DEBRA A. SCHNUTH

Print Name  
FAITH GROUP, LLC

Employer  
PROJECT MANAGEMENT ASSISTANT

Title  
930 N MCKNIGHT RD, ST. LOUIS, MO 63132

Business Address  
314-991-2228

Telephone  
DEBBIE@FAITHGROUPLLC.COM

E-mail Address





**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1st day of September, 2015 (the "Effective Date"), by Brian Scherrer an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

Brian Scherrer

Brian Scherrer

Print Name

Faith Group, LLC

Employer

Consultant

Title

930 N. McKnight Rd. St. Louis, MO 63132

Business Address

314-991-2228

Telephone

brians@faithgroupllc.com

E-mail Address





**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of September, 2015 (the "Effective Date"), by Anthony Hunt an individual employee of Faith Group LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 1051141. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient





from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement; (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

Anthony Hart

Anthony Hart  
Print Name

Faith Group LLC  
Employer

Sr Network Eng  
Title

930 W. McKnight  
Business Address

314 991 2228  
Telephone

tony@faithgroupllc.com  
E-mail Address





**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 01 day of September, 2015 (the "Effective Date"), by Salvatore Mazza an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



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**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*Salvatore Mazzola*

Salvatore Mazzola

Print Name

Faith Group, LLC

Employer

Sr. Systems Designer

Title

930 N. McKnight St. Louis, MO 63132

Business Address

314-991-2228

Telephone

Sal@Faithgroupllc.com

E-mail Address





**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 8 day of September, 2015 (the "Effective Date"), by Loren Boyd an individual employee of Earth Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient





from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Loren Boyd

Loren Boyd  
Print Name

Faith Group, LLC  
Employer

Marketing Manager  
Title

930 N McKnight Rd, St. Louis, MO 63132  
Business Address

314-991-2228  
Telephone

loren@faithgroupllc.com  
E-mail Address



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1<sup>st</sup> day of September, 2015 (the "Effective Date"), by Zachary David Varwig an individual employee of Faith Group LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

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**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*Zachary David Varwig*

Zachary David Varwig  
Print Name

Faith Group LLC  
Employer

System Analyst  
Title

930 N. McKnight Rd, St. Louis, MO, 63130  
Business Address

314-991-2228  
Telephone

Zach@faithgroupllc.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1<sup>st</sup> day of September, 2015 (the "Effective Date"), by Brad Richner an individual employee of Faith Group, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

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**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



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**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Brad Richter

Brad Richter  
Print Name

Faith Group LLC  
Employer

CAD Designer  
Title

930 N. McKnight Rd. St. Louis Mo. 63132  
Business Address

314 991 2228  
Telephone

bradr@faithgroupllc.com  
E-mail Address



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 1 day of SEPTEMBER, 2015 (the "Effective Date"), by DAVID CAPUTO an individual employee of FALUT GROUP, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the





terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which; (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Dave Caputo

DAVE CAPUTO  
Print Name

FAITH GROUP, LLC  
Employer

SENIOR ENGINEER  
Title

930 NORTH McKNIGHT, ST. LOUIS, MO. 63132  
Business Address

314-991-2228  
Telephone

dave@faithgroupllc.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 8<sup>th</sup> day of September, 2015 (the "Effective Date"), by JIM HEITZ an individual employee of FAITH GROUP, LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.4. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

James D. Heitz

James D Heitz  
Print Name

Faith Group, LLC  
Employer

Senior Systems Designer  
Title

930 N. Mc Knight Rd., St. Louis, MO 63132  
Business Address

314-991-2228  
Telephone

Jim@faithgroup11e.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 9<sup>TH</sup> day of SEPTEMBER, 2015 (the "Effective Date"), by KATHERINE FOSTER an individual employee of FAITH GROUP LLC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date:

**RECIPIENT:**

Katherine Foster

KATHERINE FOSTER  
Print Name

FAITH GROUP LLC  
Employer

POST ENBINDER

Title  
930 N. MCKNIGHT RD  
ST. LOUIS, MO 63132  
Business Address

314 991 2228  
Telephone

KF@CONSOLIDATED.NET  
E-mail Address





**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24th day of August, 20 15 (the "Effective Date"), by Arlene Chaves an individual employee of Chaves & Associates ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*Arlene Chaves*

Arlene Chaves

Print Name

Chaves & Associates

Employer

President

Title

582 Market Street, Suite 1300 San Francisco, CA 94104

Business Address

510-206-3590

Telephone

arlene@chaves-associates.com

E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 4 day of September, 2015 (the "Effective Date"), by Khaled Slaggen an individual employee of Corner Stone Consulting ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. \_\_\_\_\_. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code, Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

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**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*[Handwritten Signature]*

Khalid Stajjel

Print Name

Cornerstone Transportation Consulting

Employer

Project Engineer/Inspector

Title 44 Montgomery St, Suite 3360  
San Francisco CA 94104

Business Address

(415) 705-7800

Telephone

mcg@cornerstoneconcilium.com

E-mail Address



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24<sup>th</sup> day of August, 20 15 (the "Effective Date"), by Wayne H. Perry an individual employee of Cornerstone Transportation Consulting, Inc. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

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**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient





from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

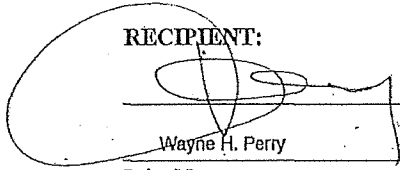
12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

  
\_\_\_\_\_  
Wayne H. Perry

Print Name

\_\_\_\_\_  
Cornerstone Transportation Consulting Inc.  
Employer

\_\_\_\_\_  
President and CEO  
Title

\_\_\_\_\_  
44 Montgomery Street, Suite 3360, San Francisco  
Business Address

\_\_\_\_\_  
(415)705-7800 x 235  
Telephone

\_\_\_\_\_  
wperry@cornerstoneconclium.com  
E-mail Address



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24<sup>th</sup> day of August, 20 15 (the "Effective Date"), by Ming F. Ng an individual employee of Cornerstone Transportation Consulting Inc. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

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from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

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10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

**RECIPIENT:**

Ming Ng

Ming F. Ng

Print Name

Cornerstone Transportation Consulting, Inc.

Employer

Vice Preseident

Title

44 Montgomery Street, Suite 3360, San Francisco, CA 94104

Business Address

(415)(705-7800 x 234

Telephone

mng@cornerstoneconcilium.com

E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24<sup>th</sup> day of August, 2011 (the "Effective Date"), by ROMAEL G. PUIGEDA an individual employee of COOPER PUIGEDA MANAGEMENT, INC. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.


11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:  
  
 ISMAEL G. PUGEDA  
 Print Name  
 COOPER PUGEDA MGMT. INC.  
 Employer  
 PRESIDENT  
 Title  
 65 MCCANN ST., CA 94103  
 Business Address  
 (415) 543-6515  
 Telephone  
 camp@campservices.com  
 E-mail Address



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of AUGUST, 2015 (the "Effective Date"), by DEL ANDRES an individual employee of CPM SERVICES ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the





terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure, only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which (a) was in Recipient's possession before receipt from Discloser, or (b) is or becomes a matter of public knowledge through no fault of Recipient, or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

~~RECIPIENT:~~

Del Andres

DEL ANDRES

Print Name

CPM SERVICES

Employer

SENIOR SCHEDULING ENGINEER

Title

65 McCoppin St. SF. CA 94103

Business Address

415-543-6515

Telephone

DANDRES@CPMSERVICES.COM

E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of August, 20 15 (the "Effective Date"), by William Sorfleet an individual employee of Cooper Pineda Management, Inc. ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

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**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

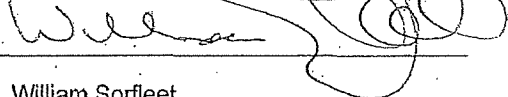
12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:



William Sorfleet  
Print Name

Cooper Puga Management, Inc.  
Employer

Construction Manager  
Title

65 McCoppin Street, SF CA 94103  
Business Address

415-971-1742  
Telephone

bills@cpmservices.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of August, 2015 (the "Effective Date"), by Mark Gardo an individual employee of CPM Services ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*M Gardo*

Mark Gardo  
Print Name

CPM Services  
Employer

Const. Manager  
Title

65 McCoppin St., SF CA 94103  
Business Address

415-543-6515  
Telephone

mgardo@cpmservices.com  
E-mail Address





**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 24 day of AUGUST, 2015 (the "Effective Date"), by ADAM LARNER an individual employee of STRONG ELECTRIC ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

ADAM LARNER

Print Name

STRONG ELECTRIC

Employer

PROJECT MANAGER

Title

1381 UNION STREET

Business Address

415-612-7251

Telephone

ADAM.LARNER@STRONGELECTRIC.COM

E-mail Address



NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 14 day of August, 2015 (the "Effective Date") by Jan Slight an individual employee of Saylor Consulting Group ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10876.91. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*[Handwritten Signature]*

IAN SUGHT  
Print Name

SAYLOR CONSULTING GROUP  
Employer

CHIEF ESTIMATOR  
Title

71 STEVENSON ST  
Business Address

415 241 3200  
Telephone

isight@saylorconsulting.com  
E-mail Address



**NONDISCLOSURE AGREEMENT**  
FOR INDIVIDUAL PERSONS

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by MARTIN CANICAO an individual employee of SANJON CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient





from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Martin Canilao

Martin Canilao  
Print Name

Saylor Consulting Group  
Employer

Estimator  
Title

71 Stevenson St.  
Business Address

(415) - 291 - 3200  
Telephone

mcanilao@saylorconsulting.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by DANIEL HUTCHINSON an individual employee of CHURCH CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Daniel Hutchinson

Daniel Hutchinson  
Print Name

Saylor Consulting Group  
Employer

Estimator  
Title

71 Stevenson St.  
Business Address

(415) 291-3200  
Telephone

dhutchinson@saylorconsulting.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by AMON QUINN an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

Ramon Quizon

Ramon Quizon  
Print Name

SAYCOR CONSULTING GROUP  
Employer

SENIOR ELECTRICAL ESTIMATOR  
Title

71 STEVENSON ST  
Business Address

415-291-3200  
Telephone

RQUIZON@sayforconsulting.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of AUGUST, 2015 (the "Effective Date"), by ASIA KAN an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the





terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

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**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

*[Handwritten Signature]*

ASIA KAN  
Print Name

SAYCAR CONSULTING GROUP  
Employer

SENIOR ESTIMATOR  
Title

71 STEVENSON ST  
Business Address

415 291 3200  
Telephone

Akan@saycarconsulting.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by DEAN CLEVENGER an individual employee of SAYCOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

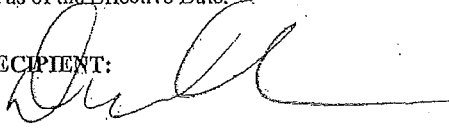
11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT: 

DEAN CLEVENGER  
Print Name

SAYLOR CONSULTING GROUP  
Employer

SENIOR ELECTRICAL ESTIMATOR  
Title

71 STEVENSON ST  
Business Address

415-291-3200  
Telephone

DCCLEVENGER@saylorconsulting.com  
E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by GENNADI ICHERISMAN an individual employee of SAILOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

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**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511.41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

**2. USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

**3. PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

[Signature]

GENNADY KERISMAN  
Print Name

SAYLOR CONSULTING GROUP  
Employer

SENIOR ESTIMATOR  
Title

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Business Address

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E-mail Address





**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of AUGUST, 2015 (the "Effective Date"), by WAYLAND CHEN an individual employee of SAYLOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

1. **CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10571.4. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

2. **USE OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient agrees to accept Discloser's Confidential Information solely for use in connection with Recipient's duties in performing services for the Airport. Recipient shall not disclose, publish, or disseminate Confidential Information to anyone other than certain individuals on a need-to-know basis, as reviewed by the Airport. Recipient shall inform individuals having access to Discloser's Confidential Information of the confidential nature of this information and the restrictions on its use, dissemination, duplication and disclosure, and shall assume the responsibility that such employees, agents and contractors will preserve the confidentiality of such information as to third parties. Each employee, agent, and contractor of Recipient identified as having a "need-to-know" in connection with the receipt, review or evaluation of the Confidential Information shall be required to execute a Non-Disclosure Agreement under the same terms as stated in this NDA. Recipient shall provide Discloser with a copy of the executed Non-Disclosure Agreements and a master list of the employees, agents, and contractors and their respective duties in connection with the services involving Confidential Information.

3. **PROTECTION OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall handle and safeguard Confidential Information in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information. The Airport has placed special confidence and trust in Recipient and Recipient is obligated to protect Confidential Information from unauthorized disclosure, in accordance with the



terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

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THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

[Signature]  
WAIKANO CHEN

Print Name

SAYLOR CONSULTING GROUP

Employer

ESTIMATES COORDINATOR

Title

71 STEVENSON ST

Business Address

415-791-3200

Telephone

WCHEN@SAYLORCONSULTING.COM

E-mail Address



**NONDISCLOSURE AGREEMENT  
FOR INDIVIDUAL PERSONS**

THIS NONDISCLOSURE AGREEMENT (NDA) is entered into as of this 25 day of August, 2015 (the "Effective Date"), by Andrew Chacabarro an individual employee of SALOR CONSULTING GROUP ("Recipient"), concerning Confidential Information to be provided by the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, the owner and operator of the San Francisco International Airport (the "Airport" or "Discloser").

RECIPIENT hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION.** The Airport will provide certain Confidential Information to Recipient in order for Recipient to perform services for the Airport as specified under Airport Contract No. 10511-41. The Discloser and the Recipient intend that the furnishing of Confidential Information (as defined below) to Recipient will not render such information subject to public disclosure or disclosure to any third party. "Confidential Information" means any and all nonpublic information, written, electronic, or oral, relating to Airport technology, computer, or data systems, processes, or procedures, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M, and 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 the Recipient or otherwise acquired by the Recipient during the course of dealings with the Airport and 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 Discloser. This NDA shall govern all Confidential Information provided to Recipient during the term of this NDA that Discloser has provided either directly, indirectly, or through access to Airport systems or data. "Security Sensitive Information" means information described in 49 USC § 1520.5.

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terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which Recipient is granted access. Recipient understands that the Airport or other governmental entities may conduct inspections, at any time or place, for the purpose of ensuring compliance with the condition for access, dissemination, handling and safeguarding information under this Agreement. Recipient shall promptly report to the Discloser any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation Recipient has knowledge of, whether or not Recipient has direct involvement in such circumstances. Recipient's anonymity will be kept to the extent possible when reporting security violations.

**4. RETURN OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** Recipient shall return or, with the express permission of the Discloser, destroy all tangible information obtained during the term of this NDA upon the earlier of (a) request of the Airport; (b) the completion of services to the Airport; or (c) two years from the date of this Agreement.

**5. OWNERSHIP OF CONFIDENTIAL INFORMATION AND SECURITY SENSITIVE INFORMATION.** The City and County of San Francisco owns all Confidential Information under this NDA. Recipient shall have no right, title, or interest in any Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. This Agreement shall be binding upon the Recipient and its officers, directors, governing board, parent corporations, subsidiaries, affiliates, successors and assigns. In addition, all Confidential Information shall remain the exclusive property of Discloser, and Recipient shall have no rights, by license or otherwise, to have access to or use the Confidential Information except as expressly provided under this Agreement. No patent, copyright, trademark, trade secret, service mark or other legally protected proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to the Confidential Information.

**6. COMPLIANCE WITH COURT ORDER OR PUBLIC DISCLOSURE LAWS AND SECURITY SENSITIVE INFORMATION.** In the event that disclosure of Confidential Information is mandated by a court order or express governmental directive, Recipient shall immediately notify Discloser and shall take all reasonable steps to enable permit Discloser to seek a protective order or take other appropriate action. Recipient will also, at no cost or expense to Discloser, cooperate in Discloser's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Recipient is required as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information required by law to be disclosed (in which case, where possible prior to such disclosure, Recipient will advise and consult with Discloser and its counsel as to such disclosure). Nothing in this Agreement shall require Recipient to take any action, or to refuse to release information where to do so would violate applicable law.

**7. REMEDIES.** Recipient acknowledges and agrees that violation of this NDA shall constitute a material breach of this NDA and may be grounds for termination of this and any underlying or related contract for services involving the use of Confidential Information. Violation of this NDA may be grounds for denying further access to any Airport Confidential Information. Violation of this NDA may also result in administrative debarment and/or civil or criminal action. Discloser shall be entitled to specific performance and injunctive and other equitable relief, in addition to any other remedies or money damages available at law or in equity.

**8. INDEPENDENT KNOWLEDGE.** This NDA imposes no obligation upon Recipient with respect to information which: (a) was in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) is received by Recipient



from a third party without a duty of confidentiality; or (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is developed by Recipient without reference to Confidential Information.

9. **NO REPRESENTATIONS AND WARRANTIES.** Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Discloser and its employees and agents shall have no liability to Recipient resulting from any access to or use of the Confidential Information.

10. **NO WAIVER.** If the Discloser fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the Recipient.

11. **AGREEMENT MADE IN CALIFORNIA; VENUE.** This NDA shall be governed by and construed in conformance with the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this NDA shall be in San Francisco.

12. **AUTHORITY.** The undersigned representative of Recipient represents and warrants he/she has the requisite power and authority to enter into this Agreement on behalf of the Recipient corporate entity.

13. **ENTIRE AGREEMENT.** This Agreement: (a) represents the entire NDA with respect to the Confidential Information; (b) may be modified only by written amendment signed by the Recipient's officers or authorized designees; and (c) contains headings for reference only; these headings have no effect on any provision's meaning.

14. **SEVERABILITY.** Should the application of any provision of this NDA to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this NDA shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Discloser and Recipient and shall be reformed without further action by the Discloser or the Recipient to the extent necessary to make such provision valid and enforceable.

THIS AGREEMENT IS EXECUTED by the Recipient as of the Effective Date.

RECIPIENT:

ANDREW CHALABARDO  
Print Name

SAYLOR CONSULTING GROUP  
Employer

SENIOR ESTIMATOR  
Title

71 STEVENSON ST  
Business Address

415-291-3200  
Telephone

ACHALABARDO@saylorconsulting.com  
E-mail Address

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. **15 - 0170**

**AWARD OF PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM, TO FAITH GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$2,671,000 FOR THE FIRST YEAR OF SERVICES**

- WHEREAS, the Program Management Support Services (PMSS) Consultant will provide overall management expertise and oversight of the Airport Security Infrastructure Program, which includes the Internet Protocol Camera Coverage Project and the Access Control System Improvements Project, and may include the proposed Perimeter Intrusion Detection System (PIDS) Project. The scope of work for this Contract will include design and construction management services, project controls, contract administration, cost estimating services and field inspection; and
- WHEREAS, on January 20, 2015, by Resolution No. 15-0012, the Commission authorized the Director to issue a Request for Qualifications/Proposals (RFQ/RFP) for PMSS for the Airport Security Infrastructure Program and to negotiate with the highest-ranked proposer; and
- WHEREAS, on March 19, 2015, Staff issued a RFQ/RFP for Professional Services Contract No. 10511.41, PMSS for the Airport Security Infrastructure Program; and
- WHEREAS, on April 30, 2015, the Airport received four proposals in response to the RFQ/RFP; and
- WHEREAS, the Airport convened a four-member Selection Panel that thoroughly reviewed the responsive proposals, interviewed the firms and key personnel, and determined that Faith Group, LLC is the highest-ranked proposer; and
- WHEREAS, Staff negotiated an initial scope of services, contract terms and conditions, and fee with Faith Group LLC for this Contract. The agreed-upon initial contract amount for the first 12 months of services for Faith Group, LLC is \$2,671,000; and
- WHEREAS, the initial scope of services will include overall Program-level management services, field surveys, and project management for the Internet Protocol Camera Coverage Project and the Access Control System Improvements Project; and Phase I work for the proposed PIDS Project, which includes a field survey of general conditions, inventory of fiber cables, and an assessment of the telecommunication duct bank utilization that is necessary for preliminary planning for the PIDS Project; and

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO.

**15 - 0170**

WHEREAS, the Commission has not determined to proceed with the PIDS Project and will not make a determination until completion of any environmental review under the California Environmental Quality Act determined to be required for the PIDS Project by the San Francisco Planning Department, Environmental Review Division; and

WHEREAS, since the Program will be a multi-year, multi-phased approach, Staff estimates that the total contract not-to-exceed amount for Faith Group, LLC will be \$6,241,000 with a total contract duration of 48 months; and

WHEREAS, the City's Contract Monitoring Division has approved a Local Business Enterprise sub-consultant participation goal of 18% for this Contract and Faith Group, LLC has committed to meeting that goal; now, therefore, be it

RESOLVED, that the Commission hereby awards Professional Services Contract No. 10511.41, Project Management Support Services for the Airport Security Infrastructure Program to Faith Group, LLC, in an amount not to exceed \$2,671,000 for the first year of services; and be it further

RESOLVED, that the Commission hereby authorizes the initial services including overall Program-level management services, field surveys, and project management for the Internet Protocol Camera Coverage Project and the Access Control System Improvements Project; and Phase I work for the proposed PIDS Project; and be it further

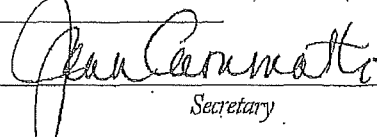
RESOLVED, this Commission has not determined to proceed with the PIDS Project and retains the sole and absolute discretion to examine alternatives to the PIDS Project, to impose mitigation measures, to modify the PIDS Project or to decide not to proceed with the PIDS Project, and award of this contract authorizing Phase I of the services for the PIDS Project does not commit the Commission or City to approve the PIDS Project or authorize Phase II work for the PIDS Project to proceed.

Page 2 of 2

*I hereby certify that the foregoing resolution was adopted by the Airport Commission*

*at its meeting of*

SEP 01 2015

  
Secretary





San Francisco International Airport

**MEMORANDUM**

September 1, 2015

TO: AIRPORT COMMISSION  
Hon. Larry Mazzola, President  
Hon. Linda S. Crayton, Vice President  
Hon. Eleanor Johns  
Hon. Richard J. Guggenlime  
Hon. Peter A. Stern

FROM: Airport Director

SUBJECT: Award of Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program

DIRECTOR'S RECOMMENDATION: AWARD PROFESSIONAL SERVICES CONTRACT NO. 10511.41, PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE AIRPORT SECURITY INFRASTRUCTURE PROGRAM, TO FAITH GROUP, LLC, IN AN AMOUNT NOT TO EXCEED \$2,671,000 FOR THE FIRST YEAR OF SERVICES.

**Executive Summary**

Transmitted herewith for your approval is a proposed Resolution awarding Professional Services Contract No. 10511.41, Program Management Support Services (PMSS) for the Airport Security Infrastructure Program, to Faith Group, LLC, in an amount not to exceed \$2,671,000 for the first year of services.

The Airport Security Infrastructure Program (Program) will enhance the Airport security systems based on a prioritized set of recommendations. The Program will include two projects and may include a third project. The projects would include Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology.

The PMSS Consultant (Consultant) will provide overall management expertise and oversight of the Internet Protocol Camera Coverage Project and the Access Control System Improvements Projects under the Program, and preliminary planning and environmental assessment services for the proposed Perimeter Intrusion Detection System (PIDS) Project, with the potential for management services for the PIDS Project should the Commission determine to proceed with that project. The scope of work for this Contract will include design and construction management services, project controls, contract administration, cost estimating services, and field inspection.

THIS PRINT COVERS CALENDAR ITEM NO. 3

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE      LARRY MAZZOLA      LINDA S. CRAYTON      ELEANOR JOHNS      RICHARD J. GUGGENHIME      PETER A. STERN      JOHN L. MARTIN  
MAYOR      PRESIDENT      VICE PRESIDENT      AIRPORT DIRECTOR

**Background**

The Airport and its consultants have developed a Security Implementation Master Plan (Plan) to provide the Airport with a basis of understanding and planning of security technology measures and projects. The goal of the Plan was to provide a comprehensive assessment of existing security adequacies and provide prioritized recommendations for consideration for potential implementation in the near-term. The following projects have been given the highest priority and are included in the scope of this Program: 1) Internet Protocol Camera Coverage Project, 2) Access Control System Improvements Project, and 3) the proposed Perimeter Intrusion Detection System (PIDS) Project, including telecommunication infrastructure expansion.

On January 20, 2015, by Resolution No. 15-0012, the Commission authorized the Director to issue a Request for Qualifications/Proposals (RFQ/RFP) for Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program and to negotiate with the highest-ranked proposer.

On April 30, 2015, the Airport received four proposals. One of the proposers was a Joint Venture with Local Business Enterprise (LBE) firm. One of the proposers was deemed non-responsive due to its failure to meet the Good Faith Outreach requirements.

The Airport convened a four-member selection panel, consisting of one Airport Commission employee and three members of the aviation and/or project management industry, to review and score the proposals in accordance with the criteria stated in the RFQ/RFP. The RFQ/RFP stated that up to three highest-ranking proposers would be invited for interviews with the Selection Panel. On June 18, 2015, the Selection Panel interviewed the three highest-ranked proposers, including key personnel, and thoroughly appraised their qualifications. Based on the results of the proposals and interviews, the final rankings are as follows:

	Evaluation Score (550 max.)	LBE Rating Bonus	Final Score
1. Faith Group, LLC	430.75	0%	430.75
2. AECOM Technical Services, Inc.	428	0%	428
3. Birdi/CM West/Dabri, a Joint Venture	393.25	7.5%	422.74

Staff negotiated the scope of services, contract terms and conditions, and fee with Faith Group, LLC for this Contract. The initial scope of services includes: overall Program-level management services, field surveys, and project management for the Internet Protocol Camera Coverage Project and the Access Control System Improvements Project; and Phase I work for the proposed PIDS Project, which includes a field survey of general conditions, inventory of fiber cables, and an assessment of the telecommunication duct bank utilization that is necessary for preliminary planning for the PIDS Project.

The Internet Protocol Camera Coverage Project and the Access Control System Improvements Project are not projects subject to environmental review under the California Environmental Quality Act (CEQA). These projects propose changes to internal systems not resulting in physical changes to the environment. The Commission has not determined to proceed with the

PIDS Project, and will not make a determination until any environmental review under CEQA determined to be required by the San Francisco Planning Department, Environmental Review Division, is complete. The contract proposes work for the PIDS Project in two phases: Phase I as described above and Phase II, which would include the PIDS Project in the overall Program-level management and project management, would not be awarded and authorized to proceed unless and until environmental review under CEQA is complete; the Commission determines to proceed with the Project; and the Commission authorizes Phase II work to go forward. The Commission retains full discretion to examine alternatives to the PIDS Project, adopt mitigation measures, modify the Project or decide not to proceed with the PIDS Project. If the Commission decides not to proceed with the PIDS Project, the Phase II work would not be authorized and would not proceed.

The agreed-upon initial contract amount for the 12 months of services for Faith Group, LLC is \$2,671,000. Since the Program will be a multi-year, phased approach, Staff estimates that the total not-to-exceed contract amount for Faith Group, LLC would be \$6,241,000 with a total contract duration of 48 months. The total estimated construction amount of the Program is \$110,000,000.

The contract will be renewed each year based on Faith Group, LLC's performance.

The negotiated total contract amount exceeds the stated estimate in the RFQ/RFP authorization by \$2,241,000. This estimated increase to the fee is attributable to several factors. First, the level of effort to perform specialized investigative services has increased and now includes duct bank infrastructure assessments, door/portal surveys into secured areas, and programmatic efforts of perimeter intrusion systems. Secondly, the stated delivery strategy for the Program has been revised resulting in a greater managerial effort.

The Contracts Monitoring Division (CMD) reviewed the RFQ/RFP documentation, proposals and scoring, and has determined that the selection process is in compliance with Chapter 14B requirements. CMD has approved an 18% LBE sub-consultant participation goal for this Contract. Faith Group, LLC has committed to meeting this goal.

### Recommendation

Based on the above, I recommend that the Commission award Professional Services Contract No. 10511.41, Program Management Support Services for the Airport Security Infrastructure Program, to Faith Group, LLC, in an amount not to exceed \$2,671,000 for the first year of services.



John L. Martin  
Airport Director

Prepared by: Geoffrey W. Neumayr  
Deputy Airport Director  
Design & Construction

Attachment



San Francisco International Airport

October 24, 2019

Ms. Angela Calvillo  
Clerk of the Board  
Board of Supervisors  
City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2019 OCT 28 AM 9:43  
AK

**Subject: Contract Modification No. 11 – Faith Group, LLC – Program Management Support Services for the Airport Security Infrastructure Program – Not-to-Exceed \$17,381,359**

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding to the Board of Supervisors a proposed Resolution approving modification of a contract between the City and County of San Francisco, by and through its Airport Commission (“Commission”), and Faith Group, LLC, for Program Management Support Services. This contract was originally estimated to be under \$10 million, but exceeded the threshold stated in Section 9.118 with Modification No. 6.

On July 31, 2018, by Resolution No. 281-18, the Board of Supervisors approved this contract for a term of four years and two months and a contract amount up to \$13,741,320. The contract will exceed the amount previously authorized by the Board of Supervisors with Modification No. 11.

The Commission awarded this contract by Resolution 15-0170 on September 1, 2015 to Faith Group, LLC; approved Modification No. 1 by Resolution 16-0045 on February 2, 2016; approved Modification No. 3 by Resolution 16-0210 on July 19, 2016; approved Modification No. 4 by Resolution 17-0154 on June 20, 2017; approved Modification No. 6 by Resolution No. 18-0054 on March 6, 2018; approved Modification No. 10 by Resolution 19-0253 on October 1, 2019. Modification Nos. 2, 5, 7, 8, and 9 were administrative in nature, executed by the Airport Director.

By Resolution 19-0254, dated October 1, 2019, the Commission approved Modification No. 11 to this contract. The Commission authorized a not-to-exceed amount of \$17,381,359 for services through December 31, 2021.

- One (1) set of the following documents are enclosed for review:
- Proposed Board of Supervisors Resolution; (two copies attached)
  - Adopted Airport Commission Resolution No. 15-0170;
  - Memorandum recommending Resolution No. 15-0170;
  - Adopted Airport Commission Resolution No. 16-0045;
  - Memorandum recommending Resolution No. 16-0045;
  - Adopted Airport Commission Resolution No. 16-0210;
  - Memorandum recommending Resolution No. 16-0210;
  - Adopted Airport Commission Resolution No. 17-0154;
  - Memorandum recommending Resolution No. 17-0154;
  - Adopted Airport Commission Resolution No. 18-0054;
  - Memorandum recommending Resolution No. 18-0054;

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO  
LONDON N. BREED MAYOR    LARRY MAZZOLA PRESIDENT    LINDA S. CRAYTON VICE PRESIDENT    ELEANOR JOHNS    RICHARD J. GUGGENHIME    MALCOLM YEUNG    IVAR C. SATERO AIRPORT DIRECTOR



San Francisco International Airport

- Adopted Airport Commission Resolution No. 19-0253;
- Memorandum recommending Resolution No. 19-0253;
- Adopted Airport Commission Resolution No. 19-0254;
- Memorandum recommending Resolution No. 19-0254;
- Form SFEC-126 for the Board of Supervisors;
- Board of Supervisors Resolution No. 281-18
- Copy of Airport Contract No. 10511.41 with Faith Group, LLC for Program Management Support Services;
- Certified Modification No. 1;
- Certified Modification No. 2;
- Certified Modification No. 3;
- Certified Modification No. 4;
- Certified Modification No. 5;
- Certified Modification No. 6;
- Certified Modification No. 7;
- Certified Modification No. 8;
- Certified Modification No. 9;
- Certified Modification No. 10; and
- Modification No. 11;

Please contact Cathy Widener, Airport Governmental Affairs Manager at (650) 821-5023 if you have questions or concerns regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "C. Corina Monzón", written in a cursive style.

*C. Corina Monzón*  
Commission Secretary

Enclosures

Cc: Cathy Widener  
Tasso Mavroudis  
Olga Perez  
Katarina Sy

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

MALCOLM YEUNG

IVAR C. SATERO  
AIRPORT DIRECTOR

Post Office Box 8097 San Francisco, California 94128 Tel 650.821.5000 Fax 650.821.5005 www.flysfo.com



**San Francisco Ethics Commission**

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102  
 Phone: 415.252.3100 . Fax: 415.252.3112  
[ethics.commission@sfgov.org](mailto:ethics.commission@sfgov.org) . [www.sfethics.org](http://www.sfethics.org)

Received On:

File #:  
 191098  
 Bid/RFP #:  
 10511.41

**Notification of Contract Approval**

SFEC Form 126(f)4  
 (S.F. Campaign and Governmental Conduct Code § 1.126(f)4)  
 A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION	
TYPE OF FILING  original	DATE OF ORIGINAL FILING (for amendment only)
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD	
OFFICE OR BOARD  Board of Supervisors	NAME OF CITY ELECTIVE OFFICER  Members

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT  Angela Calvillo	TELEPHONE NUMBER  415-554-5184
FULL DEPARTMENT NAME  Office of the Clerk of the Board	EMAIL  Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT  Cathy Widener	DEPARTMENT CONTACT TELEPHONE NUMBER  650-821-5184
FULL DEPARTMENT NAME  AIR San Francisco International Airport	DEPARTMENT CONTACT EMAIL  Cathy.Widener@flysfo.com

5. CONTRACTOR	
NAME OF CONTRACTOR Faith Group, LLC	TELEPHONE NUMBER 314-991-2228
STREET ADDRESS (including City, State and Zip Code) 3101 S. Hanley Road, Ste 100, St. Louis, MO 63143	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER 10511.41	FILE NUMBER (If applicable) 191098
DESCRIPTION OF AMOUNT OF CONTRACT Not-to-exceed \$17,381,359		
NATURE OF THE CONTRACT (Please describe) The contractor will provide program management support services to assist the Airport for the Airport Security Infrastructure Program ("Program") in a coordinated and methodical manner. The Program includes three projects for the Airport-wide improvement and expansion of security infrastructure to increase safety and security of the Airport's assets, operations, and technology. The projects are Internet Protocol Camera Coverage Project, Access Control System Improvements Project, and the Perimeter Intrusion Detection System. Specific areas of expertise required include: design and construction management, program coordination, program-level cost/schedule controls, cost estimating, document control, and field inspection.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Wilke	Wendy	Board of Directors
2	Varwig	Faith	Board of Directors
3	Nix	Amanda	CFO
4	ACG Engineers, Inc.		Subcontractor
5	BASS Electric		Subcontractor
6	Chaves & Associates		Subcontractor
7	CHS Consulting Group		Subcontractor
8	Cornerstone Transportation		Subcontractor
9	CPM Associates, Inc.		Subcontractor
10	Inspired Data Solutions		Subcontractor
11	PMA Consultants, LLC		Subcontractor
12	PMCM2		Subcontractor
13	RES Engineers, Inc.		Subcontractor
14	Saylor Consulting		Subcontractor
15			
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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**9. AFFILIATES AND SUBCONTRACTORS**

List the names of: (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

**10. VERIFICATION**

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	