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CL for J. Mosqueda

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

Modification No. 5

**Contract No. 11365.41
Project Management Support Services for the
International Terminal Building Phase 2 Project**

This Modification is made this _____, in the City and County of San Francisco, State of California, by and between AGS, Inc., 5 Freelon Street, San Francisco, California 94107 (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. City and Contractor have entered into the Agreement for the San Francisco International Airport (the "Airport" or "SFO") for Project Management Support Services for the International Terminal Building Phase 2 Project; and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On June 16, 2020, by Resolution No. 20-0108, the Commission awarded the Agreement to Contractor in the not-to-exceed amount of \$4,880,000 with a duration of 1,218 consecutive calendar days; and

D. On September 5, 2023, by Resolution No. 23-0221, the Commission approved Modification No. 1 increasing the contract amount by \$4,770,000 for a new total contract amount not to exceed \$9,650,000 and extending the term of the Agreement through June 27, 2026, for a total of 2,172 consecutive calendar days. Updates to the range of rates to adjust for CPI increases, to allow for 2% markup on first-tier subcontractor invoices, the addition of new classifications and rates, and standard contractual clauses were also updated through Modification No. 1; and

E. On April 1, 2024, City and Contractor administratively modified the Agreement to add a new sub-consultant (Abadjis Systems, Ltd. dba ASLPM) through Modification No. 2; and

F. On June 1, 2024, City and Contractor administratively modified the Agreement to add a new classification and its range of rates through Modification No. 3; and

G. On October 1, 2024, City and Contractor administratively modified the Agreement to update Appendix B, Calculation of Charges, and to add a new sub-consultant (Hill International, Inc.) and its classification and range of rates through Modification No. 4; and

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

I. On July 1, 2025, by Resolution No. 25-0100, the Commission approved this Modification, increasing the contract not-to-exceed amount by \$2,850,000 for a new total contract amount not

to exceed \$12,500,000, extending the Agreement for services by an additional 187 consecutive calendar day, and directing the Director of Commission Affairs to seek Board of Supervisors approval of Modification No. 5; and

J. On _____, by Resolution No. _____, the City's Board of Supervisors approved this Modification in the not-to-exceed amount of \$12,500,000; and

K. Approval for the Agreement was obtained when the Civil Service Commission approved DHRPSC0004369 (formerly PSC No. 43332-16/17) on November 20, 2023; and

L. Contractor represents and warrants that it is qualified to perform the services required by City under the Agreement.

NOW, THEREFORE, Contractor and City agree as follows:

1. **Section 1.1 Agreement** is replaced as follows:

1.1 "Agreement" means the contract document dated June 16, 2020, Modification No. 1 dated November 16, 2023, Modification No. 2 dated April 1, 2024, Modification No. 3 dated June 1, 2024, and Modification No. 4 dated October 1, 2025, including all attached appendices, and all applicable City ordinances and "Mandatory City Requirements" which are specifically incorporated by reference into the Agreement.

2. **Section 2.1 Term** is hereby amended to extend the term of the Agreement for a new ending date of **December 31, 2026**.

3. **Section 3.3.1 Payment** is hereby amended to increase the total compensation payable by an amount not to exceed **\$2,850,000 (Two Million Eight Hundred Fifty Thousand Dollars)** for a new total not-to-exceed amount of **\$12,500,000 (Twelve Million Five Hundred Thousand Dollars)**.

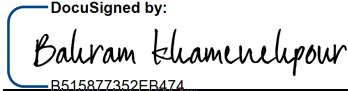
4. **Section 4.2 Personnel** is replaced in its entirety with the following:

4.2 **Qualified Personnel.** Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule.

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, the parties hereto have executed this Modification on the day first mentioned above.

CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO By: _____ Mike Nakornkhet, Airport Director Attest: By: _____ Kantrice Ogletree, Director Commission Affairs Resolution No.: <u>25-0100</u> Adopted on: <u>July 1, 2025</u> Approved as to Form: David Chiu City Attorney By: _____ Daniel A. Edington, Deputy City Attorney	CONTRACTOR  B515877352EB474 Authorized Signature Bahram Khamenehpour, President AGS, Inc. 5 Freelon Street San Francisco, California 94107 City Supplier Number: 0000003436 Federal Employer ID Number: 68-0010385
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