

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER  
CONTRACT WITH:

[ATKINSREALIS USA](#)  
[4030 W Boy Scout Blvd, Ste 700](#)  
[Tampa, FL 33607](#)

CHANGE

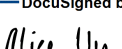


ORIGINAL  
INCREASE  
DECREASE  
OTHER CHANGE

|                       |                |                |  |
|-----------------------|----------------|----------------|--|
| Department:           |                | Controller No. |  |
| 27 AIRPORT COMMISSION |                | 0000906249     |  |
| Department Contact    |                | TELEPHONE NO   |  |
| Daniel Lee            |                | (650) 821-7767 |  |
| PS Contract           | Fund Group/Fd/ | Date:          |  |
| * 1000035310          |                | 11/25/2025     |  |
| Category Codes        | Supplier ID    | Job No.        |  |
| 91200                 | 0000024944     | CT12077.41     |  |
| Period Covered:       |                | Amount:        |  |
| 2/14/2025-2/14/2029   |                | \$0.00         |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------|
| FOR THE PURPOSE OF: MODIFICATION 1 FOR CONTRACT NO. 12077.41 – TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE AIRFIELD IMPROVEMENT PROGRAM, 2024-2029 PHASE                                                                                                                                                                                                                                                                                                                                                                                                   |                |                                    |
| TO PROVIDE PROJECT MANAGEMENT SUPPORT SERVICES FOR THE AIRFIELD IMPROVEMENT PROGRAM, 2024-2029 PHASE IN THE NOT-TO EXCEED CONTRACT AMOUNT OF \$8,600,000 WITH A CONTRACT DURATION OF FOUR YEARS. MOD. 1 IS TO AMEND SECTION 2.1 TERM. TO CLARIFY THAT THE TERM COMMENCED ON FEBRUARY 14, 2025, AND WILL EXPIRE ON FEBRUARY 14, 2029. UNLESS EARLIER TERMINATED AS OTHERWISE PROVIDED IN THE AGREEMENT. MOD 1 REPLACE THE ENTIRE SECTION 12.7 AIRPORT COMMISSION CYBER SECURITY REQUIREMENTS. REPLACED THE ENTIRE PARAGRAPH 3.5 OF APPENDIX B. CALCULATION OF CHARGES. |                |                                    |
| RESOLUTION NO. 25-0004                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |                                    |
| PSC FORM 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DHRPSC0004625  | \$25,000,000 (2/14/2025-2/14/2029) |
| PSC FORM 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DHRPSC0004625  | \$8,600,000                        |
| PREVIOUS ENCUMBRANCE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$50,000.00    | (PO 0000906249) FR5963             |
| PREVIOUS ENCUMBRANCE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$200,000.00   | (PO 0000906249) FR6030             |
| PREVIOUS ENCUMBRANCE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$1,740,255.00 | (PO 0000906249) FR6186             |
| PREVIOUS ENCUMBRANCE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$1,080,000.00 | (PO 0000906249) FR6145             |
| THIS ENCUMBRANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$0.00         |                                    |
| TOTAL ENCUMBRANCE AMOUNT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$3,070,255.00 |                                    |
| CONTRACT PERIOD: 2/14/2025 to 2/14/2029                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |                                    |
| COMMISSON APPROVAL: \$8,600,000 FOR FOUR YEARS OF SERVICES PER COMMISSION RESOLUTION NO. 25-0004                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                                    |

|                                                                                                                       |                             |                 |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------|
| Insurance Required                                                                                                    | AtkinsRealis                |                 |
|                                                                                                                       | Amount                      | Expiration Date |
| General Liability                                                                                                     | \$2,000,000/<br>\$4,000,000 | 10/15/2026      |
| Automobile Liability                                                                                                  | \$2,000,000                 | 10/15/2026      |
| Workers Compensation                                                                                                  | \$1,000,000                 | 10/15/2026      |
| Professional Liability                                                                                                | \$2,000,000                 | 4/30/2026       |
|                                                                                                                       |                             |                 |
| MAIL INVOICE TO:<br><b>Daniel Lee</b><br>San Francisco Airport Commission<br>P.O. Box 8097<br>San Francisco, CA 94128 |                             |                 |

| RECOMMENDED AND APPROVED |                                                                                                                                                                 |          |         |                                                     |      |                                                                                                  |           |                                       |          |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|-----------------------------------------------------|------|--------------------------------------------------------------------------------------------------|-----------|---------------------------------------|----------|
| By:                      | MIKE NAKORNKHET<br>Airport Director<br>DocuSigned by:<br><br>8803EBD1295245F |          |         | Chief Administrative Officer<br>Board of supervisor |      | Materials, Supplies & Services<br>Purchaser Real Property Leases & Rents<br>Director of Property |           | Certification Date:<br><br>11/26/2025 |          |
|                          | Line #                                                                                                                                                          | Document |         | Amount                                              | Fund | Department                                                                                       | Authority | PROJECT                               |          |
|                          |                                                                                                                                                                 | Number   | Account |                                                     |      |                                                                                                  |           | Project                               | Activity |
|                          |                                                                                                                                                                 |          |         |                                                     |      |                                                                                                  |           |                                       |          |

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

**Modification No. 1**

**Contract No. 12077.41  
Project Management Support Services  
for the Airfield Improvement Program, 2024-2029 Phase**

This Modification is made this 1<sup>st</sup> day of October 2025, in the City and County of San Francisco, State of California, by and between AtkinsRéalis USA Inc., 580 California Street, San Francisco, California 94104 (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 Airfield Improvement Program, 2024-2029 Phase; and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On January 21, 2025, by Resolution No. 25-0004, the Commission awarded the Agreement to Contractor in the not-to-exceed amount of \$8,600,000 with a duration of four (4) years; and
- D. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to update standard contractual clauses and update the direct labor rate range for the Project Controls Manager classification; and
- E. Approval for the Agreement was obtained when the Civil Service Commission approved PSC No. DHRPSC0004625 on January 6, 2025; and
- F. 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 2.1 Term** is hereby amended to clarify that the term commenced on **February 14, 2025**, and will expire on **February 14, 2029**, unless earlier terminated as otherwise provided in the Agreement.
2. **Section 12.7 Airport Commission Cyber Security Requirements** is replaced in its entirety with the following:

**12.7 Airport Commission Cyber Security Requirements.**

12.7.1 Should the Services provided under this Agreement require Contractor to

access Airport information systems residing within Airport managed networks, Contractor shall use the Airport's VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport's Chief Information Security Officer.

12.7.2 For the purposes of this Agreement, known exploitable vulnerabilities ("KEV"), as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency ("DHS/CISA"), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog ("KEV catalog"), shall be designated as a "high risk" or "critical" vulnerability.

12.7.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight (8) hours of being published in the KEV catalog, and critical vulnerabilities in all other information technology must be addressed within three (3) business days of being published.

- High risk vulnerabilities associated with internet-facing services must be remediated within three (3) days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen (14) business days of being published.

- For the purposes of this section, "remediation" means to "reduce the significant risk of known exploited vulnerabilities" as these terms are used by DHS/CISA in relationship to the KEV catalog.

- Depending upon the specific circumstances relating to how the software associated with this Agreement is used, it is possible that a critical or high-risk vulnerability might not be exploitable. Should that be the case, the Contractor may provide attestation to these circumstances to meet these remediation requirements for City's review.

12.7.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being provided under this Agreement.

12.7.5 Contractor shall comply with City's requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: [https://www.sf.gov/sites/default/files/2022-10/OCA%20Technology%20Purchasing%20Guidelines%20v13.1\\_9-30-22.pdf](https://www.sf.gov/sites/default/files/2022-10/OCA%20Technology%20Purchasing%20Guidelines%20v13.1_9-30-22.pdf)), and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report prior to the effective date of this Agreement and at least annually thereafter.

12.7.6 **Data-flow Diagram.** Contractor shall provide and maintain an accurate network data-flow diagram showing the relationships of reliance within and among all network-enabled components that are required for the services and technology being provided under this Agreement to operate as intended. The data-flow diagram must include the network Transmission

Control Protocol ("TCP") and User Datagram Protocol ("UDP") ports being used, and the name of the application associated with each data flow. (For purposes of this Agreement, these terms are used in accordance with industry recognized standards concerning the proper operation of Internet Protocol ("IP") networks as defined under the Internet Engineering Task Force RFC 9293, "Transmission Control Protocol", etc.).

3. **Paragraph 3.5 of Appendix B, Calculation of Charges**, is replaced in its entirety with the following:

### 3.5 Direct Labor Rate Ranges

The approved direct labor rate ranges are as follows:

| Classification                                                                            | Direct Labor Rate Range |           |
|-------------------------------------------------------------------------------------------|-------------------------|-----------|
|                                                                                           | Low                     | High      |
| Administrative Assistant                                                                  | \$ 27.00                | \$ 56.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester / Group 1 *            | \$ 60.00                | \$ 87.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester / Group 2 *            | \$ 58.00                | \$ 85.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester / Group 3 *            | \$ 51.00                | \$ 75.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester / Group 4 *            | \$ 45.00                | \$ 67.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester / Group 5 *            | \$ 35.00                | \$ 52.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester / Group 6 *            | \$ 32.00                | \$ 48.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester Apprentice / Group 1 * | \$ 32.00                | \$ 48.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester Apprentice / Group 2 * | \$ 35.00                | \$ 52.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester Apprentice / Group 3 * | \$ 38.00                | \$ 56.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester Apprentice / Group 4 * | \$ 41.00                | \$ 61.00  |
| Building/Construction Inspector & Field Soils /<br>Material Tester Apprentice / Group 5 * | \$ 49.00                | \$ 72.00  |
| Construction Inspector                                                                    | \$ 45.00                | \$ 84.00  |
| Construction Manager                                                                      | \$ 70.00                | \$ 121.00 |
| Cost Estimator I                                                                          | \$ 40.00                | \$ 69.00  |
| Cost Estimator II                                                                         | \$ 60.00                | \$ 90.00  |
| Cost Estimator III                                                                        | \$ 80.00                | \$ 107.00 |
| Design Manager                                                                            | \$ 70.00                | \$ 115.00 |
| Document Control Assistant                                                                | \$ 25.00                | \$ 41.00  |
| Document Control Manager                                                                  | \$ 40.00                | \$ 69.00  |
| Field Surveyor / Chainman/Rodman *                                                        | \$ 51.00                | \$ 86.00  |
| Field Surveyor / Chief of Party *                                                         | \$ 58.00                | \$ 99.00  |
| Field Surveyor / Instrumentman *                                                          | \$ 53.00                | \$ 90.00  |

| Classification                      | Direct Labor Rate Range |                  |
|-------------------------------------|-------------------------|------------------|
|                                     | Low                     | High             |
| Intern                              | \$ 25.00                | \$ 41.00         |
| Lab/Materials Testing Technician I  | \$ 40.00                | \$ 69.00         |
| Lab/Materials Testing Technician II | \$ 65.00                | \$ 96.00         |
| Office Engineer I                   | \$ 34.00                | \$ 69.00         |
| Office Engineer II                  | \$ 55.00                | \$ 84.00         |
| Office Engineer III                 | \$ 70.00                | \$ 96.00         |
| Project Controls Manager            | <b>\$ 70.00</b>         | <b>\$ 117.00</b> |
| Project Manager                     | \$ 85.00                | \$ 132.00        |
| Resident Engineer I                 | \$ 50.00                | \$ 79.00         |
| Resident Engineer II                | \$ 65.00                | \$ 96.00         |
| Resident Engineer III               | \$ 80.00                | \$ 112.00        |
| Scheduler I                         | \$ 50.00                | \$ 74.00         |
| Scheduler II                        | \$ 60.00                | \$ 96.00         |
| SEP Manager                         | \$ 70.00                | \$ 102.00        |
| Special Inspector                   | \$ 60.00                | \$ 104.00        |
| Special Systems Manager             | \$ 75.00                | \$ 112.00        |
| Subject Matter Expert               | \$ 81.00                | \$ 155.00        |
| Surveyor I                          | \$ 60.00                | \$ 84.00         |
| Surveyor II                         | \$ 70.00                | \$ 102.00        |
| Sustainability Manager              | \$ 60.00                | \$ 102.00        |
| Sustainability Support              | \$ 45.00                | \$ 76.00         |

\* Rates are subject to yearly increases in accordance with the California Department of Industrial Relations' prevailing wage requirements.

\* Subject to second shift differential. Night work = 1.5x. Overtime = 1.5x. Saturday = 1.5x. Sunday = 2x.

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

|                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CITY</b><br>AIRPORT COMMISSION<br>CITY AND COUNTY OF SAN FRANCISCO<br><br>DocuSigned by:<br><i>Mike Nakornkhet</i><br>By: _____<br>F7216F51AF8F4BE...<br>Mike Nakornkhet, Airport Director<br><br>Approved as to Form:<br><br>David Chiu<br>City Attorney<br><br>DocuSigned by:<br><i>Daniel Edington</i><br>By: _____<br>FAC8E38F96494BE...<br>Daniel A. Edington, Deputy City Attorney | <b>CONTRACTOR</b><br><br>Signed by:<br><i>Todd Gnospelius</i><br>By: _____<br>B163073B9453464...<br>Todd Gnospelius<br>National Aviation Sr. Sector Manager – VP<br>AtkinsRéalis USA Inc. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|